



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

PATRICK G. CALL
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

RICHARD R. SEARLE
Supervisor
District 3

MICHAEL J. ORTEGA
County Administrator

JAMES E. VLAHOVICH
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Monday, March 9, 2015 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of February 24, 2015. -- Approved

County Attorney

2. Approve the proposed settlement of the Tax Appeal in Richard D. Lynton v. Cochise County, ST2014-000516, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County. -- Approved
3. Approve the proposed settlement of the Tax Appeal in TDD Properties, Inc. v. Cochise County, TX2014-000449 (Assessor parcel No. 104-54-039-D), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County. -- Approved

County Schools

4. Approve matching funds for the Rural Utilities Service (RUS) Grant in the amount of \$70,000 from fund line 279-9000-491.100. -- Approved

County Sheriff

5. Approve a grant in the amount of \$1,000 from the Sheriff's Assist Team to pay veterinary bills for animals requiring care that are picked up by Cochise County Sheriff's Office Animal Control Officers. -- Approved
6. Approve reallocated funds contract from the Department of Homeland Security in the amount of \$18,073 from reallocated, previously unspent Stone Garden funds, for the purchase of additional equipment to be utilized by the Sheriff's Office. -- Approved
7. Approve Modification of Grant or Agreement #12-LE-11030518-001, Modification 003, between the USDA Forest Service and the Sheriff's Office for a term of January 1, 2015 through December 31, 2015 in the amount of \$10,000 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest. -- Approved

Elections & Special Districts

8. Approve the appointment of the following persons as Precinct Committeeman for the Republican Party of Cochise County upon the recommendation of the Party Chair: Precinct #15 Hereford: Danny R. Brown & Roseanna L. Brown Warrior; Precinct #19 Palominas: Paul D. Langer; Precinct #26 SV Avenida Del Sol: Stephen F. Lo Galbo; Precinct #31 SV College: Elizabeth K. White; Precinct #41 SV Village Meadows: Zanetta L. Boughan & Robert W. Boughan; Precinct #42 SV Vista Village: Craig A. Mount; Precinct #49 WI Willcox: Peggy Judd. -- Approved

Emergency Services

9. Approve a Memorandum of Understanding (MOU) between Cochise County and various facilities in Cochise County to serve as designated emergency locations for emergency functions in case an emergency is declared. -- Approved

Finance

10. Approve demands and budget amendments for operating transfers. -- Approved

ACTION

Health & Social Services

11. Approve the new Cochise County Community Used Sharps Disposal Program, a two phase program created and administered by Cochise Health & Social Services (CHSS), offering free sharps disposal locations to County residents, with Phase I beginning by April 1, 2015, and approval to move forward with funding and community partners for Phase II. -- Approved

STATE & FEDERAL LEGISLATION

12. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget. -- Approved

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County Board of Supervisors
1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 03/09/2015

Minutes

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of February 24, 2015.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

WarrantsMinutes

Cochise Co. Demands 2.24.15

86818	02/04/2015	AZ Public Service (APS)	\$8,533.43	86895	02/05/2015	Empire Southwest LLC	\$18,005.74
86819	02/04/2015	AZ Public Service (APS)	\$1,511.51	86896	02/05/2015	Federal Express Corporation	\$23.81
86820	02/04/2015	AZ Water Company	\$203.10	86897	02/05/2015	Federal Express Corporation	\$102.23
86821	02/04/2015	AZ Water Company	\$2,232.37	86898	02/05/2015	Five Star Publishing	\$470.09
86822	02/04/2015	Bella Vista Water Company-Liberty Water	\$969.77	86899	02/05/2015	Gale Group	\$83.70
86823	02/04/2015	Benson, City of	\$260.97	86900	02/05/2015	Gila Bend Sun	\$70.00
86824	02/04/2015	Bowie Water Improvement District	\$39.79	86901	02/05/2015	Global Industrial Equipment	\$321.46
86825	02/04/2015	Bowie Water Improvement District	\$39.79	86902	02/05/2015	Hodges Glass Co Inc	\$1,019.47
86826	02/04/2015	CenturyLink	\$172.77	86903	02/05/2015	Interstate Battery	\$497.04
86827	02/04/2015	CenturyLink	\$98.51	86904	02/05/2015	JE Fuller/Hydrology & Geomorphology, Inc.	\$8,156.68
86828	02/04/2015	Clear Springs Utility, Inc.	\$67.64	86905	02/05/2015	Keefe Supply Company	\$1,929.96
86829	02/04/2015	Cochise County Farmers Association	\$1,511.25	86906	02/05/2015	Kelley Blue Book	\$182.45
86830	02/04/2015	Douglas, City of	\$45.19	86907	02/05/2015	Law Office of Daniel DeRienzo PLLC	\$205.00
86831	02/04/2015	Elfrida Water Improvement	\$31.58	86908	02/05/2015	Law Offices of Joseph Mendoza PLLC	\$250.00
86832	02/04/2015	Southwest Gas Corporation	\$2,732.18	86909	02/05/2015	Merit Trucking Company, Inc	\$95.21
86833	02/04/2015	Sulphur Springs Valley Electric Coop, Inc.	\$123.37	86910	02/05/2015	Merle's Automotive Supply, Inc.	\$296.49
86834	02/04/2015	Sulphur Springs Valley Electric Coop, Inc.	\$265.53	86911	02/05/2015	Mindful Lactation LLC	\$2,586.00
86835	02/04/2015	Sulphur Springs Valley Electric Coop, Inc.	\$681.97	86912	02/05/2015	Motorola Inc	\$3,538,523.15
86836	02/04/2015	Sulphur Springs Valley Electric Coop, Inc.	\$196.37	86913	02/05/2015	Nyander, Penny Sue	\$982.80
86837	02/04/2015	SunE Solar XIV, LLC	\$5,672.76	86914	02/05/2015	Padilla Precast, Inc	\$732.00
86838	02/04/2015	Verizon Wireless	\$128.20	86915	02/05/2015	Panayiotis A. Ellinas, MD MPH	\$625.00
86839	02/04/2015	Waste Mgmt of AZ - Sierra Vista Hauling	\$283.79	86916	02/05/2015	Pitney Bowes, Inc.	\$1,438.04
86840	02/04/2015	Willcox, City of	\$1,971.66	86917	02/05/2015	Prudential Overall Supply	\$500.99
86841	02/04/2015	Willcox, City of	\$1,315.67	86918	02/05/2015	Prudential Overall Supply	\$471.12
86842	02/05/2015	Accurate Land Surveying, LLC	\$540.00	86919	02/05/2015	Purcell's Western State Tire Company	\$31,130.84
86843	02/05/2015	ACE Hardware - Bisbee	\$204.83	86920	02/05/2015	Reed, Cynthia - Court Reporter	\$900.00
86844	02/05/2015	Address DATA Services, Inc.	\$575.00	86921	02/05/2015	RF Communications Divison-Public Safety &	\$2,143.50
86845	02/05/2015	Alphagraphics	\$294.84	86922	02/05/2015	Richardsons Remembrance Center	\$425.00
86846	02/05/2015	Alternative Counseling Service, Inc	\$630.00	86923	02/05/2015	Rivera, Julio A.	\$96.95
86847	02/05/2015	American Planning Association	\$451.00	86924	02/05/2015	RWC International, LTD	\$2,576.21
86848	02/05/2015	AMW Machine Control Inc.	\$61,488.00	86925	02/05/2015	Safelite Autoglass Corp.	\$162.39
86849	02/05/2015	ARAMARK Services, Inc.	\$3,721.55	86926	02/05/2015	Safety-Kleen, Southwest	\$299.99
86850	02/05/2015	AZ Association of Counties	\$80.00	86927	02/05/2015	Sassy Transport LLC	\$567.20
86851	02/05/2015	AZ Department of Corrections - Douglas	\$64.00	86928	02/05/2015	Schlesinger, Aaron	\$451.80
86852	02/05/2015	AZ Department of Corrections - Douglas	\$675.00	86929	02/05/2015	Senergy Petroleum LLC	\$22,284.71
86853	02/05/2015	AZ Department of Corrections - Douglas	\$80.00	86930	02/05/2015	Senergy Petroleum LLC	\$10,356.45
86854	02/05/2015	AZ Department of Corrections - Douglas	\$496.50	86931	02/05/2015	SHI International Corp.	\$560.21
86855	02/05/2015	AZ Department of Corrections - Douglas	\$104.00	86932	02/05/2015	Sierra Vista NAPA	\$680.48
86856	02/05/2015	AZ Department of Revenue	\$1,064.66	86933	02/05/2015	Sierra Vista Regional Health Center	\$658.97
86857	02/05/2015	AZ Department of Transportation	\$1,981.99	86934	02/05/2015	Southern AZ Law Enforcement Mgmt-SALEM	\$100.00
86858	02/05/2015	AZ State Prison Complex - Fort Grant	\$192.50	86935	02/05/2015	Southwestern Border Sheriffs' Coalition	\$200.00
86859	02/05/2015	AZ Supreme Court	\$762.00	86936	02/05/2015	Sparkletts	\$17.75
86860	02/05/2015	AZ Verified Information Destruction Inc. AVID	\$380.64	86937	02/05/2015	Sparkletts	\$41.43
86861	02/05/2015	Auletta, Susan P	\$280.00	86938	02/05/2015	Stamback Septic Service	\$611.50
86862	02/05/2015	B & D Lumber & Hardware	\$305.98	86939	02/05/2015	Staples	\$221.90
86863	02/05/2015	B&S Supply Co, Inc	\$1,551.56	86940	02/05/2015	Stericycle Inc.	\$349.35
86864	02/05/2015	Baker & Taylor, Inc.	\$2,283.65	86941	02/05/2015	Thomson West	\$574.02
86865	02/05/2015	Banning Creek Enterprises, LLC	\$7,392.00	86942	02/05/2015	Those Guys	\$3,439.51
86866	02/05/2015	Battee, Ray	\$200.00	86943	02/05/2015	Trebilcock, Robert Esq.	\$3,084.00
86867	02/05/2015	Bisbee Towing	\$375.00	86944	02/05/2015	UniFirst Corporation	\$524.95
86868	02/05/2015	Bob Barker Company, Inc.	\$137.72	86945	02/05/2015	UniFirst Corporation	\$271.67
86869	02/05/2015	Bonita Grain	\$14,810.00	86946	02/05/2015	United Fire Equipment Co	\$274.45
86870	02/05/2015	Bradley R. Johnson, MD, PLLC	\$687.50	86947	02/05/2015	Valley Security Service, Inc.	\$652.96
86871	02/05/2015	Bug-Wiser Exterminating, Inc.	\$815.00	86948	02/05/2015	Verizon Wireless	\$259.96
86872	02/05/2015	Cardinal Health Inc.	\$224.34	86949	02/05/2015	Verizon Wireless	\$108.60
86873	02/05/2015	CDW Government	\$80,875.72	86950	02/05/2015	Voyager Fleet System, Inc.	\$2,072.21
86874	02/05/2015	CellAntenna Corporation	\$1,299.00	86951	02/05/2015	Wadesound, Inc	\$2,200.00
86875	02/05/2015	CenturyLink	\$163.05	86952	02/05/2015	Waste Mgmt of AZ - Sierra Vista Hauling	\$246.64
86876	02/05/2015	CenturyLink	\$91.68	86953	02/05/2015	Watson Chevrolet	\$1,863.31
86877	02/05/2015	CenturyLink	\$290.63	86954	02/05/2015	Waxie Sanitary Supply	\$95.92
86878	02/05/2015	CenturyLink	\$98.18	86955	02/05/2015	Waxie Sanitary Supply	\$1,353.03
86879	02/05/2015	CenturyLink	\$1,748.00	86956	02/05/2015	Wells, Doris	\$682.50
86880	02/05/2015	Child & Family Resources, Inc.	\$5,736.46	86957	02/05/2015	Wick Communications	\$197.50
86881	02/05/2015	Cochise Auto Parts, Inc.	\$1,256.37	86958	02/05/2015	Willcox Auto Parts Inc.	\$693.03
86882	02/05/2015	Cochise Lock & Safe	\$2.70	86959	02/05/2015	Willcox Auto Parts Inc.	\$935.41
86883	02/05/2015	Cochise Supplies, Inc.	\$27.77	86960	02/05/2015	Wood, Daniel C	\$100.00
86884	02/05/2015	Cooke, Stephen R.	\$180.00	86961	02/05/2015	WR Ryan Company	\$378.38
86885	02/05/2015	Copper Queen Community Hospital	\$19,166.40	86962	02/05/2015	Zavadin, Norbert W.	\$17.40
86886	02/05/2015	Copper Queen Community Hospital	\$40.00	86963	02/05/2015	Baker, Peterson, Baker & Associates, Inc.	\$3,000.00
86887	02/05/2015	Copygraphix Inc.	\$256.10	86964	02/05/2015	Blessing, Samantha	\$53.57
86888	02/05/2015	County Managers Association of AZ	\$100.00	86965	02/05/2015	Cochise County Justice Court #5	\$738.99
86889	02/05/2015	CRM of America LLC	\$3,365.50	86966	02/05/2015	Cochise County Treasurer	\$25.00
86890	02/05/2015	DataBank IMX LLC	\$1,053.58	86967	02/05/2015	Education Foundation of Sierra Vista, Inc	\$10.00
86891	02/05/2015	Dell Marketing LP	\$4,498.92	86968	02/05/2015	English, Ann	\$1,304.87
86892	02/05/2015	Deluxe Business Forms	\$52.40	86969	02/05/2015	Jones, Dale	\$100.00
86893	02/05/2015	Deneke, Buffy	\$102.00	86970	02/05/2015	Keyes, Debbra L	\$1,500.00
86894	02/05/2015	Eidson, Faith	\$75.00	86971	02/05/2015	Owen, Lauri J	\$40.99

86972	02/05/2015	Thoutt, Eric	\$31.18	87050	02/12/2015	Copygraphix Inc.	\$28,015.76
86973	02/05/2015	Transportation Express	\$45.00	87051	02/12/2015	CRM of America LLC	\$16,234.30
86974	02/05/2015	Trujillo, Jeffrey D.	\$75.00	87052	02/12/2015	CSIPM	\$275.00
86975	02/05/2015	Vincent, Jennifer Marie	\$189.00	87053	02/12/2015	Culligan of Tucson	\$41.08
86976	02/05/2015	DeBee, Jonathan Daniel	\$91.00	87054	02/12/2015	DataBank IMX LLC	\$410.00
86977	02/05/2015	Gilligan, Judith	\$85.00	87055	02/12/2015	Diamond Drugs Inc.	\$5,751.91
86978	02/05/2015	Gregan, Wayne	\$35.26	87056	02/12/2015	Direct TV	\$32.78
86979	02/05/2015	Hagle, Suzanne	\$44.00	87057	02/12/2015	Douglas Police Department	\$3,000.00
86980	02/05/2015	Hill, Bethany	\$370.98	87058	02/12/2015	Douglas, City of	\$163.20
86981	02/05/2015	Lueck, Elizabeth	\$76.56	87059	02/12/2015	Dr. Maria Church International, LLC	\$680.00
86982	02/05/2015	Mauldin, Martha	\$69.48	87060	02/12/2015	E-Z Messenger	\$67.60
86983	02/05/2015	Soltero, Emma	\$34.00	87061	02/12/2015	E-Z Messenger	\$53.20
86984	02/05/2015	Swartz, LaRae	\$97.16	87062	02/12/2015	E-Z Messenger	\$62.80
86985	02/05/2015	Vickers, Roza	\$130.25	87063	02/12/2015	E-Z Messenger	\$67.60
86986	02/05/2015	Weissler, Liza Y.	\$22.56	87064	02/12/2015	Ennis Paint	\$70,510.09
86987	02/05/2015	Welch, Catherine	\$68.73	87065	02/12/2015	FasPsych, LLC	\$2,340.00
86988	02/11/2015	AZ Dept of Administration-Risk Managemt	\$5,903.76	87066	02/12/2015	Federal Express Corporation	\$31.51
86989	02/11/2015	Bernard, Donna Galbraith	\$245.00	87067	02/12/2015	Gale Group	\$941.53
86990	02/11/2015	Cochise County Juvenile Court Services	\$102.33	87068	02/12/2015	Granite Construction Company	\$1,107.49
86991	02/11/2015	Howard, Katie A	\$41.22	87069	02/12/2015	Insight Public Sector	\$4,167.26
86992	02/11/2015	AZ Public Service (APS)	\$4,256.12	87070	02/12/2015	Kathy N. Bell, N.P.	\$1,750.00
86993	02/11/2015	AZ Public Service (APS)	\$22,546.83	87071	02/12/2015	Keefe Supply Company	\$1,534.17
86994	02/11/2015	AZ Water Company	\$948.09	87072	02/12/2015	Long, Jerrod D. DDS	\$1,884.00
86995	02/11/2015	AZ Water Works Supply	\$14,255.63	87073	02/12/2015	Miller, Rodrick T	\$5,797.00
86996	02/11/2015	Ascent Aviation Group, Inc.	\$13,298.86	87074	02/12/2015	MME Consulting Services LLC	\$175.00
86997	02/11/2015	Benson, City of	\$47.11	87075	02/12/2015	National Notary Association	\$59.00
86998	02/11/2015	Bisbee, City of	\$8,125.16	87076	02/12/2015	OCLC Online Computer Library Center, Inc.	\$731.02
86999	02/11/2015	Bowie Water Improvement District	\$39.79	87077	02/12/2015	OfficeMax North America Inc.	\$238.10
87000	02/11/2015	Cable One	\$113.10	87078	02/12/2015	Personnel Evaluation Inc.	\$60.00
87001	02/11/2015	Cable One	\$110.50	87079	02/12/2015	Recorded Books, LLC	\$19.99
87002	02/11/2015	CenturyLink	\$78.94	87080	02/12/2015	Richardsons Remembrance Center	\$500.00
87003	02/11/2015	Dekeizer, John P	\$130.00	87081	02/12/2015	Richardsons Remembrance Center	\$500.00
87004	02/11/2015	Douglas, City of	\$943.00	87082	02/12/2015	Sanchez, Josefina	\$40.00
87005	02/11/2015	Douglas, City of	\$136.99	87083	02/12/2015	Schlesinger, Aaron	\$72.00
87006	02/11/2015	Douglas, City of	\$27.31	87084	02/12/2015	Sierra OB GYN	\$7.46
87007	02/11/2015	Election Systems & Software	\$37.20	87085	02/12/2015	Sierra Vista Cremation and Burial Chapel	\$1,920.00
87008	02/11/2015	Election Systems & Software	\$1,819.24	87086	02/12/2015	Sierra Vista Regional Health Center	\$2,084.77
87009	02/11/2015	Election Systems & Software	\$365.61	87087	02/12/2015	Southern AZ Children's Advocacy Ctr-SACAC	\$225.00
87010	02/11/2015	IronHawk Elevator LLC	\$750.00	87088	02/12/2015	SSC	\$1,193.54
87011	02/11/2015	Legend Technical Services, Inc.	\$89.00	87089	02/12/2015	Stantec Consulting Services, Inc.	\$15,040.95
87012	02/11/2015	Southwest Disposal LC	\$83.39	87090	02/12/2015	Tab Office Resources	\$3,040.53
87013	02/11/2015	Southwest Gas Corporation	\$2,046.48	87091	02/12/2015	Thunder Mountain Caterers	\$4,717.74
87014	02/11/2015	Sulphur Springs Valley Electric Coop, Inc.	\$479.69	87092	02/12/2015	U.S. Healthworks Medical Group of AZ, PC	\$338.00
87015	02/11/2015	United Fire Equipment Co	\$694.45	87093	02/12/2015	UniFirst Corporation	\$213.11
87016	02/11/2015	Valley Telephone Cooperative, Inc.	\$115.98	87094	02/12/2015	United Fire Equipment Co	\$144.97
87017	02/11/2015	Verizon Wireless	\$1,167.59	87095	02/12/2015	Valley Telephone Cooperative, Inc.	\$760.09
87018	02/11/2015	Verizon Wireless	\$560.90	87096	02/12/2015	Verizon Wireless	\$320.37
87019	02/11/2015	Willcox, City of	\$138.17	87097	02/12/2015	Verizon Wireless	\$4,575.43
87020	02/12/2015	3M Company	\$2,644.72	87098	02/12/2015	Verizon Wireless	\$22.21
87021	02/12/2015	Abril, Robert O	\$100.00	87099	02/12/2015	Verizon Wireless	\$40.01
87022	02/12/2015	AFLAC	\$11,927.47	87100	02/12/2015	Verizon Wireless	\$36.23
87023	02/12/2015	Alternative Counseling Service, Inc	\$630.00	87101	02/12/2015	Waxie Sanitary Supply	\$1,570.31
87024	02/12/2015	Aqua Life	\$22.00	87102	02/12/2015	Westlawn Chapel & Mortuary	\$500.00
87025	02/12/2015	AZ Department of Corrections ASPC-Tucson	\$94.50	87103	02/12/2015	Wick Communications	\$1.25
87026	02/12/2015	AZ Police Psychology, PLLC	\$300.00	87104	02/12/2015	Wick Communications	\$10.94
87027	02/12/2015	AZ State Hospital	\$3,017.85	87105	02/12/2015	Zumar Industries Inc	\$14,336.90
87028	02/12/2015	AZ State Hospital	\$6,680.00	87106	02/12/2015	Flores, Dora	\$189.00
87029	02/12/2015	AZ State Prison Complex - Fort Grant	\$2,700.80	87107	02/12/2015	Keyes, Debbra L	\$260.44
87030	02/12/2015	AZ State Prison Complex - Fort Grant	\$180.00	87108	02/12/2015	McMahan, Debra Taylor	\$85.00
87031	02/12/2015	AZ State Treasurer	\$184,567.00	87109	02/12/2015	Pitney Bowes Reserve Account	\$10,000.00
87032	02/12/2015	AZ Supreme Court	\$285.20	87110	02/12/2015	Salinas, Rufino	\$79.99
87033	02/12/2015	AZ Communications Group	\$3,083.33	87111	02/12/2015	Searle, Richard	\$748.78
87034	02/12/2015	Baker & Taylor, Inc.	\$397.95	87112	02/12/2015	Sierra Vista Magistrate Court	\$40.00
87035	02/12/2015	Bank of America	\$134,283.73	87113	02/12/2015	Smith, Janet	\$10.00
87036	02/12/2015	Banning Creek Enterprises, LLC	\$7,392.00	87114	02/12/2015	Traywick, Benton	\$8.40
87037	02/12/2015	Barnetts Towing LLC	\$475.00	87115	02/12/2015	Cooper, Renee	\$309.45
87038	02/12/2015	Beacon Secure	\$100.00	87116	02/12/2015	Godfrey, Marilyn	\$234.32
87039	02/12/2015	Bio-Reference Laboratories, Inc.	\$155.49	87117	02/12/2015	Holman, Kimberly	\$35.96
87040	02/12/2015	Bisbee, City of (Ambulance)	\$1,031.65	87118	02/12/2015	Lakosil, William	\$158.92
87041	02/12/2015	Blackstone Audiobooks	\$150.00	87119	02/12/2015	Lamberton, Karen Lynn	\$291.58
87042	02/12/2015	Brown & White Inc	\$12,382.05	87120	02/12/2015	McCleave, Keturah M	\$62.64
87043	02/12/2015	Brown-Page Mortuary, Inc.	\$1,000.00	87121	02/12/2015	Mena, Maria	\$11.02
87044	02/12/2015	Bug-Wiser Exterminating, Inc.	\$180.00	87122	02/12/2015	Morales, Rebecca A.	\$192.68
87045	02/12/2015	CDW Government	\$3,031.33	87123	02/12/2015	Renteria, Marisol F	\$28.05
87046	02/12/2015	Center for Disease Detection, LLC	\$636.00	87124	02/12/2015	Sawinski, Cindy	\$182.99
87047	02/12/2015	Center for Disease Detection, LLC	\$6.00	87125	02/12/2015	Sipe, Vanice	\$61.48
87048	02/12/2015	CenturyLink	\$66.42	87126	02/12/2015	Solis, Joaquin	\$71.00
87049	02/12/2015	Copper Queen Community Hospital	\$486.20	87127	02/12/2015	Swartz, LaRae	\$95.99

87128	02/12/2015	AOC Corrections Officer Retire	\$18,155.44
87129	02/12/2015	Correction Officers	\$17,337.49
87130	02/12/2015	EODCRS	\$9.06
87131	02/12/2015	Nationwide Retirement Solutions	\$507.50
87132	02/12/2015	Public Safety Retirement Syst	\$83,486.39
87133	02/12/2015	Public Safety Retirement Syst	\$17,150.41
87134	02/12/2015	Public Safety Retirement Syst	\$1,834.08
87135	02/12/2015	Public Safety Retirement Syst	\$634.38
87136	02/12/2015	Andrew, Kathryn	\$900.00
87137	02/12/2015	Cardinal, Laura (Attorney)	\$250.00
87138	02/12/2015	Cooke, Stephen R.	\$180.00
87139	02/12/2015	Cottingham, Ed	\$84.10
87140	02/12/2015	Deneke, Buffy	\$42.00
87141	02/12/2015	Hancock, Charles	\$87.00
87142	02/12/2015	Kuttner, Barbara L	\$29.58
87143	02/12/2015	Madrid, Isabel	\$225.00
87144	02/12/2015	Mansour, Brooke	\$180.00
87145	02/12/2015	Moldovan-Mendes do Amaral, Cristina	\$500.00
87146	02/12/2015	Mundt, Lester E.	\$97.44
87147	02/12/2015	Reed, Cynthia - Court Reporter	\$600.00
87148	02/12/2015	Zavadin, Norbert W.	\$17.40

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, February 24, 2015**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, February 24, 2015 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Patrick G. Call, Chairman; Ann English, Vice-Chairman; Richard R. Searle, Member
Staff Michael J. Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator;
Present: Arlethe G. Rios, Clerk of the Board; Elda Orduno, Civil Deputy County Attorney

Chairman Call called the meeting to order at 10:00 a.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of February 10, 2015.
2. Ratify a letter to Senator Gail Griffin, Representative David Gowan, and Representative David Stevens regarding the Governor's budget recommendations and their impact to Cochise County.

County Attorney

3. Approve the proposed settlement of the Tax Appeal in Sierra Pines RAF, LLC v. Cochise County, TX2014-000467 (Assessor parcel No. 107-51-002), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

County Schools

4. Approve an Intergovernmental Agreement (IGA) between Cochise County School Superintendent's Office and Benson Unified School District (BUSD) for the services of Mr. Mike Wilson and/or the BUSD Information Technologies staff for the period of February 24, 2015 through June 30, 2015.

County Sheriff

5. Approve the acceptance of a donation to the Sheriff's Office of \$90,341 from the Howard G. Buffett Foundation to purchase two 2015 Chevrolet 4x4 LE Tahoes and one Dell Laptop 5000 for the Sheriff's Assist Team missions.

Emergency Services

6. Approve State Homeland Security Grant 14 AZDOHS-HSGP-140400-01 to fund miscellaneous supplies, equipment and training for Citizen Corp volunteer groups in Cochise County in the amount of \$4,800.
7. Approve State Homeland Security Grant 14 AZDOHS-HSGP-140400-02 to fund the purchase of a Respirator Fit Tester for use by public safety agencies throughout Cochise County in the amount of \$12,600.

Facilities

8. Ratify Grant Agreement Change Order #1 for the Airport Improvement Plan Grant Offer #3-04-0013-009-2014 from the Federal Aviation Administration (FAA) in the amount of \$4,869.63 with a local match share of \$217.67 for the acquisition of a pavement sweeper for the Bisbee-Douglas International Airport.
9. Ratify signature on Grant Agreement Change Order #1 for the Airport Development Reimbursable Grant Agreement #E5F2H from the Arizona Dept of Transportation Aeronautics Group (AZDOT) in the amount of \$218.00 with a local match share of \$9.74 for the acquisition of a pavement sweeper for the Bisbee-Douglas International Airport.

Finance

10. Approve demands and budget amendments for operating transfers.

Warrants Nos.86989-87127, 87136-87148, 87168-87336 were issued in the amount of \$967,610.13.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. The voided warrants are listed below:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	Smith, Jonathan A	5.46

Issued warrants are listed as an attachment at the end of the minutes.

Health & Social Services

11. Approve Amendment 1 to Intergovernmental Agreement (IGA) ADHS14-053682, Maternal, Infant & Early Childhood Home Visiting (MIECHV), between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services (CHSS) in the amount of \$90,000 for the period 10/01/14 – 09/30/15.

Juvenile Probation

12. Approve the Intergovernmental Agreement (IGA) among the Arizona Supreme Court, Cochise County School Superintendent and the Cochise County Superior Court for Fiscal Year 2014/2015 governing title funds to provide education programs to juvenile detainees in the classrooms at the Juvenile Detention School effective as of the date of execution of the agreement by all parties through June 30, 2015.

Procurement

13. Approve Professional Services Agreement 15-26-BOS-03A for Transportation Services for the Pima County Medical Examiner Contract to Hatfield Funeral Home in Sierra Vista effective February 24, 2015 through March 1, 2016.
14. Approve Professional Services Agreement 15-26-BOS-03B for Transportation Services for the Pima County Medical Examiner Contract to Jensen's Sierra Vista Mortuary effective February 10, 2015 to January 31, 2016.

Workforce Development

15. Approve Amendment #14 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from July 1, 2013 to March 31, 2015.

Vice-Chairman English moved to approve items 1-15 on the Consent Agenda. Supervisor Searle seconded the motion and it carried unanimously.

ACTION

County Sheriff

16. Approve the Tower License and Use Agreement between Sequoia Farm Foundation and Cochise County to install communications equipment effective February 24, 2015 to February 24, 2040.

Supervisor Searle moved to approve the Tower License and Use Agreement between Sequoia Farm Foundation and Cochise County to install communications equipment effective February 24, 2015 to February 24, 2040. Vice-Chairman English seconded the motion.

Commander Mark Genz, Sheriff's Office, presented this item. Commander Genz gave the background and explained that although the upgrade was headed by the Sheriff's Office the benefits would be shared by all agencies countywide and create a redundancy in backup systems in case a call failed in one system.

Supervisor Searle asked if the towers were being replaced or if they were new towers.

Commander Genz said that the tower was additional to create a better signal in a very remote area.

Chairman Call called for the vote and it was approved 3-0.

STATE & FEDERAL LEGISLATION

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Vice-Chairman English asked the other Board members if they had any questions about any of the bills.

Chairman Call noted that he was keeping up with the bill that would move the primary to the first week in August.

Vice-Chairman English said that there was no move on the bill, but she would follow up and keep the Board updated.

Supervisor Searle said he had been following some of the bills and did not have questions at this time.

CALL TO THE PUBLIC

Chairman Call opened the call to the public.

Ms. Lisa Wakatani, Sierra Vista resident, addressed the Board on her concerns about employee issues in the County and her displeasure of how these issues have been handled by the Board and County Administration.

Mr. Jack Cook, Bisbee resident, addressed the Board on matters of personal concern.

Ms. Shar Porier, Sierra Vista Herald/Bisbee Review reporter, who was at her last board meeting since she is retiring, wanted to thank the Board for their service and cooperation with her as a reporter and wanted to say good bye and thank staff for being helpful over the years.

No one else chose to speak and Chairman Call closed the Call to the Public.

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Ortega stated that staff was focused on the budget for next fiscal year and noted that it would be a challenge as the County is facing a shortfall.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Chairman Call said that he would be attending the Sierra Vista Metropolitan Planning Organization meeting on Wednesday, meeting with Senator Gail Griffin, Representatives David Gowan and David Stevens, and the other Board members on Thursday regarding legislative issues, and attending Adult Drug Court Graduation the following week.

Report by District 2 Supervisor, Ann English

Vice-Chairman English said that she had attended a meeting in Portal hosted by the Forrest Service regarding the Cave Creek area and its recreational services and that the County would be hosting the Southeast Arizona Government Organization meeting on Friday.

Report by District 3 Supervisor, Richard Searle

Supervisor Searle said he would be attending several meetings on water issues in Sunsites and San Simon and ribbon cutting ceremonies in Willcox for a Food Distribution Center and in St. David for the Davis Road Pathway.

7.

Chairman Call adjourned the meeting at 10:23 a.m.

APPROVED:

Patrick G. Call, Chairman

ATTEST:

Arlenthe G. Rios, Clerk of the Board

Regular Board of Supervisors Meeting**Meeting Date:** 03/09/2015

Approve proposed settlement of a tax appeal

Submitted By: Sue Blanchard, County Attorney**Department:** County Attorney**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** N/A **TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the proposed settlement of the Tax Appeal in Richard D. Lynton v. Cochise County, ST2014-000516, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in assessed value from \$449,984 to \$207,866 for Tax Year 2014. After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property assessment for Tax Year 2014 should be lowered. The Assessor recommended a settlement offer that lowers the full cash value and limited property value to \$207,866 for Tax Year 2014. The taxpayer has accepted the settlement offer. Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Should the Board not approve the settlement, the County will be subject to additional litigation and associated fees and costs. In addition, the Arizona Tax Court could rule in the taxpayer's favor, thereby reducing the assessed value of the subject property even further and subjecting the County to paying the Plaintiff's fees and costs.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Meeting Date:** 03/09/2015

Approve Proposed Settlement of a Tax Appeal

Submitted By: Annette Weems, County Attorney**Department:** County Attorney**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** N/A **TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the proposed settlement of the Tax Appeal in TDD Properties, Inc. v. Cochise County, TX2014-000449 (Assessor parcel No. 104-54-039-D), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in assessed value from \$329,534 to no more than \$241,500 for Tax Year 2015. After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property assessment for Tax Year 2015 should be reduced. The Assessor recommended a settlement offer that lowers the full cash value to \$270,000 for Tax Year 2015. The taxpayer has accepted the settlement offer. Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

The impact of not approving the settlement is additional litigation for the County. The Arizona Tax Court could also rule in the taxpayer's favor, which could lead to a larger reduction in the assessed value of the subject property and could subject the County to a judgment requiring it to reimburse Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Attachments

No file(s) attached.

Consent 4.
County Schools

Regular Board of Supervisors Meeting

Meeting Date: 03/09/2015

RUS Grant Matching Funds

Submitted By: Trudy Berry, County Schools

Department: County Schools

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Trudy Berry

TITLE of PRESENTER: County Superintendent

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve matching funds for the Rural Utilities Service (RUS) Grant in the amount of \$70,000 from fund line 279-9000-491.100.

Background:

The BOS approved the RUS Grant in April 2014. The matching funds were not specified at that time and are now attached.

Department's Next Steps (if approved):

Create budget for grant and purchase equipment.

Impact of NOT Approving/Alternatives:

Grant money will not be spent.

To BOS Staff: Document Disposition/Follow-Up:

Have signature page signed and return one copy to Schools.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Grant Agreement

RUS Project Designation:

Arizona 725-A16

DISTANCE LEARNING AND TELEMEDICINE
GRANT AGREEMENT

dated as of April 10, 2014

between

COCHISE COUNTY,

as Grantee

and

THE UNITED STATES OF AMERICA

as Grantor

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE

DISTANCE LEARNING AND TELEMEDICINE GRANT AGREEMENT

THIS DISTANCE LEARNING AND TELEMEDICINE GRANT AGREEMENT (this "Agreement,") dated as of April 10, 2014, between **COCHISE COUNTY**, as Grantee (hereinafter the "Grantee,") a public body existing under the laws of Arizona, and the **UNITED STATES OF AMERICA**, as Grantor (hereinafter the "Government,") acting through the Administrator of the Rural Utilities Service ("RUS.")

WHEREAS, the Grantee has applied for financial assistance ("Application") to RUS to finance a Project providing distance learning and/or telemedicine services in rural areas as described in a scope of work plan (the scope of work plan and any revisions thereto, all as approved in writing by RUS, hereinafter the "Scope of Work Plan;")

WHEREAS, RUS is willing to extend financial assistance, in the form of a grant (the "Grant") to the Grantee, pursuant to Title VII of the Federal Agriculture Improvement and Reform Act of 1996 (7 U.S.C. § 950aaa), and all applicable federal regulations, on the terms and conditions stated herein; and

WHEREAS, the Grantee is willing to secure its other obligations to RUS on the terms stated herein;

THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - DEFINITIONS

SECTION 1.1 Definitions

The terms defined herein include both the plural and the singular. Unless otherwise specifically provided, all accounting terms not otherwise defined herein shall have the meanings assigned to them, and all determinations and computations herein provided for shall be made in accordance with Accounting Requirements.

"Accounting Requirements" shall mean, for for-profit entities, the accounting requirements specified in 7 C.F.R. pt. 1773, and for state and local governments and non-profit entities, the accounting requirements specified in 7 C.F.R. pt. 3052.

"Advance" or "Advances" shall mean an advance or advances made by RUS pursuant to this Agreement.

"Application" shall have the meaning as defined in the second paragraph hereof.

"Approved Purposes" shall have the meaning as defined in Section 5.2 hereof.

"DLT Regulations" shall mean the specific RUS Regulations promulgated at 7 C.F.R. pt. 1703, *Distance Learning and Telemedicine Loan and Grant Program*, as amended from time to time.

"Expiration Date" shall have the meaning as defined in Section 3.1(b) hereof.

"Laws" shall have the meaning as defined in Section 2.1(e) hereof.

"Matching Contribution" shall have the meaning as defined in Section 4.2(d) hereof.

"Project" shall have the meaning as defined in Section 3.2(a) hereof.

“RUS Regulations” shall mean the rules, regulations and bulletins of general applicability published by RUS from time to time, as such rules, regulations and bulletins exist at the date of applicability thereof, and shall also include any rule and regulations of other Federal entities which RUS is required by law to implement. Any reference to specific RUS Regulations shall mean the version of and cite to such regulation effective at the date of applicability thereof.

“Scope of Work Plan” shall have the meaning as defined in the second paragraph of this Agreement.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

SECTION 2.1 Representations and Warranties of Grantee

Recognizing that RUS is relying hereon, the Grantee represents and warrants, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee: (i) is the type of organization specified in the first paragraph hereof, duly organized, validly existing, and in good standing under the laws of the State identified in the first paragraph hereof; (ii) is duly qualified to do business and is in good standing in each jurisdiction in which the transaction of its business make such qualification necessary; (iii) has all requisite and legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under this Agreement; (iv) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals which are necessary to the conduct of its business or required by applicable Laws; and (v) is eligible to obtain the financial assistance from RUS contemplated by this Agreement.
- (b) *Authority.* The execution, delivery and performance by the Grantee of this Agreement and the performance of the transactions contemplated hereby have been duly authorized by all necessary action and do not violate any provision of law or any charter, articles of incorporation, organizational documents or bylaws of the Grantee or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which the Grantee is a party or by which it may be bound. The Grantee has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- (c) *Consents.* No consent, approval, authorization, order, filing, qualification, license, or permit of any governmental authority is necessary in connection with the execution, delivery, performance or enforcement of this Agreement, except such as have been obtained and are in full force and effect.
- (d) *Binding Agreement.* This Agreement is, when executed and delivered, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (e) *Compliance with Laws.* The Grantee is in compliance in all material respects with all federal, state and local laws, rules, regulations, ordinances, codes and orders (collectively, “Laws.”)
- (f) *Information Submitted with Application.* All information, reports, and other documents and data submitted to RUS in connection with the Application were, at the time the same

were furnished, complete, and correct in all material respects. Any financial statements or data submitted to RUS in connection with the Application present fairly, in all material respects, the financial position of the Grantee and the results of its operations in conformity with Accounting Requirements. Since the date thereof, there has been no material adverse change in the financial condition or operations of the Grantee.

- (g) *Principal Place of Business.* The principal place of business and chief executive office of the Grantee is at the address specified in Schedule 1 hereto.
- (h) *Ratification.* By executing this Agreement, the Grantee affirms and ratifies all statements, representations and written documents that it has submitted to RUS in connection with the Grant.

ARTICLE III - THE GRANT

SECTION 3.1 Grant Amount and Expiration Date

- (a) *Grant Amount.* RUS agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, the Grant, in the maximum amount specified in Schedule 1 hereto.
- (b) *Expiration Date.* The Grant, and the obligation of RUS to advance the Grant, or any portion thereof, shall expire on a date (the "Expiration Date") three (3) years from the date of this Agreement. No portion of the Grant will be advanced by RUS to the Grantee after the Expiration Date.

SECTION 3.2 Project

- (a) *Grant Purpose.* The Grant has been made solely to finance the project specifically described in the Application and Scope of Work Plan (hereinafter the "Project") to furnish or improve distance learning and/or telemedicine services in rural areas.
- (b) *Changes to Project.* The Grantee shall obtain the prior written approval of RUS for any material change to the scope, budget, design, construction, delivery of services, or objectives of the Project. Such approved material changes shall be set forth in a revised Scope of Work Plan submitted to RUS.

ARTICLE IV - CONDITIONS OF FUNDING

SECTION 4.1 General Conditions

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to RUS in its discretion):

- (a) *Legal Matters.* All legal matters incident to the consummation of the transactions hereby contemplated shall be satisfactory to counsel for RUS.
- (b) *Executed Grant Agreement.* RUS shall receive duly executed originals of this Agreement.
- (c) *Articles of Incorporation, Charter, Bylaws and Organizational Documents.* With respect to corporate and cooperative grantees, RUS shall have received copies of the Grantee's articles of incorporation or charter and bylaws. With respect to limited liability

companies or similar grantees, RUS shall have received copies of the Grantee's organization documents.

- (d) *Authorizations.* RUS shall have received evidence satisfactory to it that all documents and proceedings of the Grantee necessary for duly authorizing the execution, delivery and performance of this Agreement have been obtained and are in full force and effect.
- (e) *Approvals.* RUS shall have received evidence satisfactory to it that the Grantee has duly registered when and where required by law with all state, Federal and other public authorities and regulatory bodies and obtained all authorizations, certificates, permits, licenses, franchises and approvals necessary for, or required as a condition of, the validity and enforceability of this Agreement and for the construction and operation of the Project.
- (f) *Opinion of Counsel.* RUS shall receive an opinion of counsel for the Grantee (who shall be acceptable to RUS) in form and content acceptable to RUS.
- (g) *ACH.* That Grantee agrees to use of the Automated Clearing House (ACH) Payment System that deposits funds directly into the bank account Grantee designates.
- (h) *Fidelity Bond Coverage.* RUS has received from the Grantee for Grants in the amount of \$100,000 or more, except Grantees which are units of government, evidence, satisfactory to RUS, that the Grantee has obtained fidelity bond coverage, from a surety doing business with the United States listed in 31 CFR Part 223, in an amount at least fifteen percent (15%) of the Grant, covering all officers, employees, or agents of the Grantee authorized to receive, disburse, or receive and disburse the Grant funds. Notwithstanding, for existing RUS Borrowers, RUS may waive this fidelity bond coverage requirement, if after evaluation, RUS has determined that adequate fidelity bond coverage is already maintained by the Grantee as an RUS Borrower under an existing loan or guarantee agreement between the Grantee and RUS.

SECTION 4.2 Conditions to Advances

The obligations of RUS to approve any Advance of the Grant is subject to the satisfaction of each of the following conditions precedent on or before the date of such Advance (all documents, certificates and other evidence of such conditions precedent are to be satisfactory to RUS in its discretion):

- (a) *Continuing Representations and Warranties.* That the representations and warranties of the Grantee contained in this Agreement be true and correct on and as of the date of such Advance as though made on and as of such date.
- (b) *Requisitions and Supporting Documentation.* That RUS shall have received not more frequently than once a month, a completed Standard Form 270, *Request for Advance or Reimbursement* (hereinafter "Request for Advance,") bearing the original signature of the officer, employee, or agent of the Grantee authorized to receive, disburse, or receive and disburse the Grant, and supporting documentation from the Grantee in accordance with RUS Regulations and DLT Regulations. All Advances shall be limited to the minimum amounts required for the Grantee's immediate disbursement needs and shall be requested by the Grantee only for actual immediate cash requirements of the Grantee. All Advances shall either be provided on a reimbursement basis, supported by documentation including, but not limited to, paid invoices, employee timesheets or lease agreements, or based on unpaid invoices for eligible grant purposes.
- (c) *Certification of Authority.* That RUS has received from the Grantee a duly authorized and executed certification of authority designating an officer, employee, or agent of the

Grantee as the person or persons authorized to execute and submit, on behalf of the Grantee, the Request for Advance.

- (d) *Matching Contribution.* Evidence that the Grantee has provided or made provision for the entire matching contribution, as defined and set forth in 7 C.F.R. 1703.122 ("Matching Contribution,") to the Project as set forth on Schedule 1, or that the Grantee has provided or made provision for a pro rata Matching Contribution in an amount at least equal to the percentage (as specified in Schedule 1) of the requested Advance, which evidence may be in the form of documentation including, but not limited to, paid invoices, employee timesheets, lease agreements, or bank deposit slips.
- (e) *Compliance with Agreement.* That the Grantee is in material compliance with the Agreement.
- (f) *Additional Documents.* The Grantee agrees to provide RUS with such additional documents as RUS may request.
- (g) *Additional Conditions.* The Grantee has met all additional conditions specified in Schedule 1 hereto.

ARTICLE V - AFFIRMATIVE COVENANTS

SECTION 5.1 Generally

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Grantee shall duly observe each of the affirmative covenants contained in this Article V.

SECTION 5.2 Use of Advances

The Grantee shall expend the Grant funds only for approved purposes as set forth in the Scope of Work Plan ("Approved Purposes,") in accordance with DLT Regulations. The Grant shall not be expended to cover any costs incurred in connection with the Project prior to the date of receipt by RUS of the Application.

SECTION 5.3 Unused and Disallowed Advances

- (a) The Grantee shall return to RUS forthwith all or any advanced portion of the Grant not disbursed by the Grantee for the Project or not needed to complete the Project with any interest earned.
- (b) The Grantee shall reimburse RUS for any advanced funds whose original expenditure has been disallowed by a RUS grant audit. Disallowances shall be satisfied, as directed by RUS, by either administrative offset against requests for Advances or repaying the disallowed amount directly to the United States Treasury.

SECTION 5.4 Financial Books

The Grantee shall maintain, at its premises, such books, documents, papers, or other records and supporting documents, including, but not limited to, invoices, receipts, and bills of sale, adequate to identify the purposes for which, and the manner in which Grant and other funds were expended on the Project. The Grantee shall maintain all such records for three years from the date the Grantee submits its final annual Project performance activity report.

SECTION 5.5 Rights of Inspection

The Grantee shall afford RUS, the Office of Inspector General of USDA and the General Accounting Office, through its representatives, reasonable opportunity, at all times during business hours and upon prior notice, to have access to and right to inspect the Project, and any and all books, records, accounts, including electronic books, records, accounts and electronic mail messages, regardless of the physical form or characteristics, and any and all invoices, contracts, leases, payrolls, canceled checks, statements and other documents and papers of every kind belonging to or in any way pertaining to the Grant and to make copies or extracts therefrom.

SECTION 5.6 Financial Audits

The Grantee shall provide RUS with an audit for each year in which a portion of the Grant is expended, in accordance with the following:

(a) *For Profit Entities.* The Grantee shall provide an audit to RUS within 120 days after the as of audit date in accordance with 7 C.F.R. pt. 1773, *Policy on Audits of RUS Borrowers*.

(b) *State, Local Government, or Non-Profit Organization.* The Grantee shall provide an audit to RUS by the earlier of (i) 30 days after the receipt of the audit or (ii) 13 months after the end of the audit period, in accordance with 7 C.F.R. pt. 3052, *Audits of States, Local Governments, and Non-Profit Organizations*.

SECTION 5.7 Annual Project Performance Activity Report and Standard Form 425

Commencing ninety (90) days from the date hereof, and afterwards, within ninety (90) days after the close of each calendar year, the Grantee shall deliver to RUS a Project Performance Activity Report, in form and substance satisfactory to RUS, in accordance with RUS Regulations at 7 C.F.R. 1703.107 and a completed Standard Form 425, "Federal Financial Report." The Grantee shall deliver the Project Performance Activity Report and Standard Form 425, "Federal Financial Report" until the expiration or termination of the Grant, or the completion of the Project and expenditure of all Grant funds by the Grantee. The Grantee shall deliver such final reports to RUS no later than ninety (90) days after the expiration or termination of the Grant, or the completion of the Project and expenditure of all Grant funds. The Project Performance Activity Reports shall include, but are not limited to: (i) a comparison of actual accomplishments to the objectives established for the period; (ii) a description of any problems, delays, or adverse conditions which have occurred, or are anticipated, and which may affect the attainment of overall Project objectives, prevent the meeting of time schedules or objectives, or preclude the attainment of particular Project work elements during established time periods, accompanied by a statement of action taken or planned to resolve the situation; and (iii) objectives and timetables established for the next reporting period.

SECTION 5.8 Miscellaneous Information to be Provided to RUS

The Grantee shall furnish to RUS such information regarding the condition, financial or otherwise, or operations of the Grantee as RUS may, from time to time, reasonably request.

SECTION 5.9 Obligations with Respect to the Construction, Operation and Maintenance of the Project

(a) *Project Management and Operation.* The Grantee shall be responsible for managing the day-to-day operations of the Project and will operate the Project in an efficient and economic manner as well as maintaining the Project in good repair. The Grantee shall provide the service described in the Application and, if the Project is owned, leased or operated by participants other than the Grantee, the Grantee shall monitor such participants and ensure the Project is operated in accordance with representations in the Application.

- (b) *Construction in Accordance with Scope of Work Plan.* The Grantee shall cause the Project to be constructed and completed in accordance and within the time frame and budget set forth in the Scope of Work Plan approved by RUS.
- (c) *Procurement Requirements.* The Grantee shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation, in a manner that provides maximum open and free competition.
- (d) *General Insurance Requirements.* The Grantee shall take out and maintain insurance on the Project and any other property acquired with the Grant in accordance with generally accepted business practices, including such classes and amounts of coverage as businesses of the size and character of the Grantee obtain consistent with prudent business practice, and shall take out and maintain the fidelity bond coverage required in Section 4.1(h) hereof.

SECTION 5.10 Compliance with Laws

The Grantee will comply with all applicable federal statutes, regulations and requirements that govern the Application, the Project, and use of federal grant funds for this Grant, including but not limited to 7 C.F.R. pts 3015-3019; 7 C.F.R. pt. 3052; and OMB Circular Nos. A-21, A-87, A-110, A-122, A-133 and E.O. 12372.

SECTION 5.11 Nondiscrimination

- (a) *Equal Opportunity Provisions in Construction Contracts.* The Grantee shall incorporate or cause to be incorporated into any construction contract (as defined in Executive Order 11246 (30 Fed. Reg. 12,319 (1965)), thereafter amended by Executive Order 11375 (32 Fed. Reg. 14,330 (1967)), and supplemented at 41 C.F.R. 60, as well as any implementing regulations) which is paid for in whole or in part with funds obtained from RUS or borrowed on the credit of the United States pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any RUS program involving such grant, contract, loan, insurance or guarantee, the equal opportunity provisions set forth in Attachment 1 hereto, entitled Equal Opportunity Contract Provisions.
- (b) *Equal Opportunity Contract Provisions Also Bind the Grantee.* The Grantee further agrees that it shall be bound by such equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.
- (c) *Codes of Conduct.* The Grantee shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts in accordance with 7 C.F.R. pts 3015, 3016, and 3019.
- (d) *Sanctions and Penalties.* The Grantee agrees that it shall cooperate actively with RUS and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it shall furnish RUS and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of RUS' primary responsibility for securing compliance. The Grantee further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Part II, Subpart D of Executive Order 11246 and shall carry out such sanctions and penalties for violation of the equal

opportunity clause as may be imposed upon contractors and subcontractors by RUS or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order 11246. In addition, the Grantee agrees that if it fails or refuses to comply with these undertakings RUS may cancel, terminate or suspend in whole or in part this Agreement, may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from the Grantee, or may refer the case to the Department of Justice for appropriate legal proceedings.

SECTION 5.12 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete the Project and will, after obtaining the prior written approval of RUS, obtain loans or funds or receive binding commitments for supplemental funding in an amount needed to ensure completion of the Project.

SECTION 5.13 Matching Contribution

The Grantee shall provide the entire Matching Contribution prior to the end of the term of this Agreement.

SECTION 5.14 SAM Registration and DUNS Number

The Grantee shall comply with the additional requirements set forth in Attachment 2 regarding System for Award Management (SAM) formerly the Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Numbers. For the purposes of this Agreement the term "you" in Attachment 2 shall mean "Grantee" as defined hereunder.

SECTION 5.15 Subawards and Executive Compensation

The Grantee shall comply with the additional requirements set forth in Attachment 3 regarding Subawards and Executive Compensation. For the purposes of this Agreement the term "you" in Attachment 3 shall mean "Grantee" as defined hereunder.

SECTION 5.16 Additional Affirmative Covenants

The Grantee shall comply with the additional affirmative covenants set forth in Schedule 1 hereto.

ARTICLE VI - NEGATIVE COVENANTS

SECTION 6.1 General

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Grantee shall duly observe each of the negative covenants set forth in this Article VI.

SECTION 6.2 Contracts

The Grantee shall not, without the prior written consent of RUS, enter into any contract or contracts for the operation or maintenance of the Project and shall not enter into any contract for the use by others of the Project.

SECTION 6.3 Historic Preservation

The Grantee shall not, without the prior written consent of RUS, use any Advance to construct any facility which shall involve any district, site, building, structure or object which is included in, or eligible

for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior pursuant to the Historic Sites Act of 1935 and the National Historic Preservation Act of 1966.

SECTION 6.4 Additional Negative Covenants

The Grantee shall comply with the additional negative covenants set forth in Schedule 1 hereto.

ARTICLE VII – TERMINATION, SUSPENSION AND OTHER REMEDIES

SECTION 7.1 Termination of the Grant

- (a) *Termination of the Grant by RUS.* RUS, in its sole discretion, may terminate the Grant, in whole or part:
 - (i) if it does not receive this Agreement, duly executed on behalf of the Grantee, within one hundred twenty (120) days from the date hereof;
 - (ii) if all conditions to the Grant, and all conditions to advance are not satisfied within one hundred twenty (120) days from the date hereof;
 - (iii) if it has determined that the Grantee has failed to materially comply with the terms and conditions of this Agreement;
 - (iv) if any representation or warranty made by the Grantee in the Application, Scope of Work Plan, request for Advance, this Agreement, any certification, or other supporting documentation thereunder, shall prove to be incorrect in any material respect at the time made;
 - (v) if the Grantee shall forfeit or otherwise be deprived of its charter, articles of organization, franchises, permits, easements, consents, or licenses required to carry on any material portion of its business, or an event occurs which can reasonably be expected to result in its dissolution or termination;
 - (vi) if a court having proper jurisdiction shall enter a decree or order for relief with respect to the Grantee in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect: (A) appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official or (B) ordering the winding up or liquidation of its affairs; or the Grantee shall commence a voluntary case under any applicable bankruptcy insolvency or other similar law now or hereafter in effect, or consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian or trustee, of a substantial part of its property, or make any general assignment for the benefit of creditors; and/or
 - (vii) upon the dissolution or liquidation of the Grantee, or upon the filing for dissolution or liquidation by the Grantee.
- (b) *Termination of the Grant by the Grantee.* The Grantee may terminate the Grant in accordance with RUS Regulations at 7 C.F.R. 1703.111(b), as amended from time to time.

- (c) *Mutual Termination of the Grant.* RUS and the Grantee may terminate the Grant in accordance with RUS Regulations at 7 C.F.R. 1703.111(a), as amended from time to time.
- (d) *Effect of Termination.* Upon termination of the Grant: (1) the Grantee shall not incur any new obligations after the effective date of the termination with respect to the Grant, (2) the Grantee shall cancel as many outstanding obligations as possible, and seek to mitigate the costs of any outstanding obligations, and (3) any unadvanced portion of the Grant not required for Approved Purposes shall not be available for advance by RUS and any advanced portion of the Grant not required by the Grantee for Approved Purposes or for completion of the Project shall be immediately returned to RUS.
- (e) *Notice of Termination.* Written notice of termination shall be sent to the Grantee as provided for in Section 8.1 hereof, setting forth the reason(s) for termination, which termination shall be effective as of the date of receipt of such notice.

SECTION 7.2 Suspension of Advances

RUS may suspend the Grant, in whole or in part, if the Grantee materially fails to comply with the provisions of this Agreement.

- (a) *Suspension Procedure.* RUS shall issue to the Grantee a suspension notice stating the reasons for the suspension, any corrective action required to be taken by the Grantee and the effective date of the suspension. The suspension shall remain in effect until the Grantee has taken all corrective actions required by RUS and RUS terminates the suspension.
- (b) *Effect of Suspension.* New obligations shall not be incurred by the Grantee during the suspension, following the date of notice of suspension, unless specifically authorized by RUS, in writing. RUS will allow necessary allowable costs which the Grantee could not reasonably avoid during the suspension, if the obligations were properly incurred prior to the date of the suspension and not in anticipation of the suspension or termination. During the suspension, appropriate adjustments shall be made to the Grant by RUS in order that credit not be given to the Grantee for disbursements made in payment of unauthorized obligations incurred by the Grantee during the suspension. RUS may also make adjustments by disallowing all or part of the costs of the Project that are not in compliance with this Agreement or RUS may withhold subsequent Advances.

SECTION 7.3 Misrepresentation and Misappropriation

- (a) Upon a determination by RUS that the Grantee did not utilize the Grant in the manner and exclusively for the Project as approved by RUS, RUS may, in its sole discretion:
 - (i) Disallow all or a part of the expenditures and disbursements of the Grant and require the Grantee to deposit such funds in an account to be applied toward other approved Project purposes or to reimburse the Government;
 - (ii) Suspend making Advances; and/or
 - (iii) Take any other action RUS determines to be necessary including, without limitation, exercising any right or remedy available herein or at law.
- (b) If any representation or warranty made by the Grantee in the Application, Scope of Work Plan, request for Advance, this Agreement, any certification, or other supporting

documentation thereunder shall prove to be incorrect in any material respect at the time made, RUS may, in its sole discretion:

- (i) Suspend making Advances;
- (ii) Require the Grantee to reimburse the Government for all or any part of the Grant;
- (iii) Terminate the Grant; and/or
- (iv) Take any other action RUS determines to be necessary including, without limitation, exercising any right or remedy available herein or at law.

ARTICLE VIII - MISCELLANEOUS

SECTION 8.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing (including, without limitation, by telecopy) and delivered to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Receipt of all such communications shall be deemed to have occurred when transmitted by telecopier or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein. The Addresses for Notices of the respective parties are as follows:

RUS
Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, S.W.
Washington, D.C. 20250-1500
Attention: Administrator
Fax: (202) 720-1725

Grantee
See Schedule 1

With a copy to:
See Schedule 1

With a copy to:
See Schedule 1

SECTION 8.2 Expenses

To the extent allowed by law, the Grantee shall pay all costs and expenses of RUS, including reasonable fees of counsel, incurred in connection with the enforcement of the Agreement or with the preparation for such enforcement if RUS has reasonable grounds to believe that such enforcement may be necessary.

SECTION 8.3 No Waiver

No failure on the part of RUS to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by RUS of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

SECTION 8.4 Governing Law

This Agreement shall be governed by and construed in accordance with applicable federal law, and in the absence of controlling federal law, by the laws of the State identified in the first paragraph herein, except those that would render such choice of law ineffective.

SECTION 8.5 Successors and Assigns

- (a) This Agreement shall be binding upon and inure to the benefit of the Grantee and RUS and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of RUS.
- (b) Pursuant to federal claims collection laws, RUS' claims hereunder may be transferred to other agencies of the United States of America; in the event of such transfer, all security interests, rights and remedies hereby granted or conferred on RUS shall pass to and inure to the benefit of any such successor agency.

SECTION 8.6 Complete Agreement; Waivers and Amendments

Subject to RUS Regulations, this Agreement is intended by the parties to be a complete and final expression of their agreement. However, RUS reserves the right to waive its rights to compliance with any provision of this Agreement. No amendment, modification, or waiver of any provision hereof, and no consent to any departure of the Grantee herefrom, shall be effective unless approved in writing by RUS in the form of either a RUS Regulation or other writing signed by or on behalf of RUS, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 8.7 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

SECTION 8.8 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

SECTION 8.9 Schedules and Attachments

Each Schedule and Attachment attached hereto and referred to herein is each an integral part of this Agreement.

SECTION 8.10 Authority of Representatives of RUS

In the case of any consent, approval or waiver from RUS that is required under this Agreement, such consent, approval or waiver must be in writing and signed by an authorized RUS representative to be effective. As used in this section, "authorized RUS representative" means the Administrator of RUS, and also means a person to whom the Administrator has officially delegated specific or general authority to take the action in question.

SECTION 8.11 Amendment of Laws and RUS Regulations

Nothing contained herein shall restrict in any way RUS' right to amend, rescind or supplement any of the RUS Regulations or to seek such changes to existing Laws.

SECTION 8.12 Interest on Disallowed Amounts

Disallowed and reimbursable Advance amounts hereunder shall accrue interest payable to RUS from the date RUS delivers to the Grantee a written demand for payment. Interest shall accrue at a rate equal to the lesser of (a) twelve percent (12%) per annum or (b) the maximum interest rate permissible by law. Termination of the Grant will not affect the right of RUS to disallow expenditures and recover, in full, any amount on the basis of a subsequent audit or other review or the Grantee's obligation to return any disallowed expenditures.

SECTION 8.13 Term

This Agreement shall remain in effect until one of the following three events has occurred:

- (a) The Grantee and RUS replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged; or
- (c) This Agreement has been terminated pursuant to the provisions of Article VII hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.



(Seal)

COCHISE COUNTY

by: Ann English
[Signature]

ANN ENGLISH, CHAIRMAN
[Name, Position – Please Print]

Attested to by:

Shirley L. R.
Secretary CLERK OF THE BOARD

UNITED STATES OF AMERICA

by [Signature]
as Administrator of the
Rural Utilities Service

SCHEDULE 1

1. Article II Representations and Warranties
 - a. Section 2.1(g) Grantee's address:

**Cochise County
1415 Melody Lane BLDG G
Bisbee, Arizona 85603**
2. Article III The Grant
 - a. Section 3.1(a) Maximum Grant Amount: **\$145,987**
3. Article IV Conditions of Grant Funds Release
 - a. Section 4.2(d) Matching Contribution amount is **\$70,000**
 - b. Section 4.2(d) Matching Contribution shall be equal to at least **48%** of each Advance (with credit given for those contributions exceeding **48%** toward the next Advance). Evidence that the Matching Contribution has been made or will be made before the release of funds must be presented with the request for each Advance.
 - c. Section 4.2(g) Additional Conditions: **NONE**
4. Article V Affirmative Covenants
 - a. Section 5.16 Additional Affirmative Covenants: **NONE**
5. Article VI Negative Covenants
 - a. Section 6.4 Additional Negative Covenants: **NONE**
6. Article VIII Miscellaneous
 - a. Section 8.1 Grantee's address for purposes of notification:

**Cochise County
1415 Melody Lane BLDG G
Bisbee, Arizona 85603
Attention: Ms. Ann English, Chair of the Cochise County Board of Supervisors
Phone: (520) 432-9200
FAX: (520) 432-5016**

Copy sent to: **NONE**

- b. Section 8.1 RUS' copy address for purposes of notifications:

RUS/USDA
1400 Independence Ave., SW
Washington, DC 20250-1500
Attention: Administrator
FAX: (202) 720-1725

Copy sent to:

RUS/USDA
STOP 1597, Room 2808 South Building
1400 Independence Ave., SW
Washington, DC 20250-1597
Attention: Shawn B. Arner, Director
FAX: (202) 205-2921

ATTACHMENT 1

Equal Opportunity Contract Provisions

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (b) The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
- (d) The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.
- (f) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or part by the Government, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with the procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor shall include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, dated September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT 2

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management (SAM) formerly Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

ATTACHMENT 3

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, [Pub.L. 111-5](#)) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>. PLEASE NOTE: Currently underway is a consolidation of eight federal procurement systems, including the Sub-award Reporting System (FSRS), into one system, the System for Award Management (SAM). Therefore, please note that the Sub-award Reporting System (FSRS) will soon be consolidated into and accessed through SAM.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received--
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), [78o\(d\)](#)) or [section 6104 of the Internal Revenue Code of 1986](#). (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
 - i. in the subrecipient's preceding fiscal year, the subrecipient received--

- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [section 6104 of the Internal Revenue Code of 1986](#). (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

- 1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- 2. Executive means officers, managing partners, or any other employees in management positions.
- 3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- 4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Regular Board of Supervisors Meeting

Meeting Date: 03/09/2015

Veterinary Cost Funding

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Mark Genz **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve a grant in the amount of \$1,000 from the Sheriff's Assist Team to pay veterinary bills for animals requiring care that are picked up by Cochise County Sheriff's Office Animal Control Officers.

Background:

Periodically, animals are picked by Sheriff's Office ACO's that have been injured. Before these animals can be taken to a shelter they have to be given veterinary care. There is currently no funding set aside for this service. The Sheriff's Assist Team has a grant program and has awarded \$1,000.00 to help pay for this type of care. This money needs to be accepted so an account line can be set up to pay the subsequent bills with this money.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will be able to have funding available to pay the cost of treating injured animals before they are taken to a local shelter.

Impact of NOT Approving/Alternatives:

The funding will not be available and the costs of the veterinary services will have to be paid by the SO.

To BOS Staff: Document Disposition/Follow-Up:

Please approve acceptance of these funds.

Attachments

SAT Grant for Vet Care
Grant Approval Form



COCHISE COUNTY SHERIFF'S ASSIST TEAM

P.O. Box 994, Hereford, AZ 85615

520-803-3866 Phone 520-439-9297 Fax

Assist Team

Cochise County Sheriff's Office
ATTN: Lori Nichols-Wright, Lead ACO and
✓ ReaAnne Servia, Purchasing Manager
205 N. Judd Drive
Bisbee, AZ 85603

3 December 2014

1. Thank you for your application for a Cochise County Sheriff's Assist Team (SAT) Grant. The SAT Grant request was submitted by Lori Nichols-Wright, Lead ACO for the amount of 1,500.00 to support Veterinary costs for required medical care of strays prior to taken to Animal Shelters.

2. Our review of all pertinent documents confirms CCSO ACO is currently recognized as a government agency and meets the requirements to apply for a SAT Grant.

3. **Congratulations.** The Cochise County Sheriff's Office ACO Unit has been awarded a SAT Grant in the amount of \$1,000.00 to support the Veterinary cost for stray animals. The SAT check #126 dated 3 December 2014 is enclosed with this correspondence.

Sincerely,

John H. Black
Commander
Sheriff's Assist Team

15201

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:
Point of Contact: Phone Number:
Department:

PRIMARY GRANT

Primary Grantor: CFDA:

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: ☒ Yes ☐ No

Grant No.:

Amendment No.:

Funding No.: If new, Finance will assign a funding number.

Strategic Plan: District: Mandated by Law? ☐ Yes ☒ No

Number of Positions Funded: Asset(s) Acquired:

Briefly describe the purpose of the grant.

The Sheriff's Assist Team is providing \$1,000 to help pay veterinary bills for injured animals that the Animal Control Officers for the Sheriff's Office pick up.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Other Funds:
Total Funds:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Other Funds:
Total Funds:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Total Revenue:

Has this amount been budgeted? ☐ Yes ☒ No

Method of collecting funds: ☒ Lump Sum ☐ Quarterly ☐ Draw ☐ Reimbursement

Is revertment of unexpended funds required at the end of grant period? ☐ Yes ☒ No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? ☐ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☐ Reimbursement

Is reversion of unexpended funds required at the end of grant period? ☐ Yes ☐ No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☐ No

If yes, dollar amount or percentage allowed:

Is County match required? ☐ Yes ☒ No

County Match Source:

County match dollar amount or percentage:

Signature:  _____

Board Approval: _____

Date _____

[Print Form](#)

[Submit by Email to Finance](#)

Please e-mail completed form to FinanceIdevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Regular Board of Supervisors Meeting

Meeting Date: 03/09/2015

Stone GARDen

Submitted By: Ken Foster, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Ken Foster

TITLE of PRESENTER: Lieutenant

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve reallocated funds contract from the Department of Homeland Security in the amount of \$18,073 from reallocated, previously unspent Stone Garden funds, for the purchase of additional equipment to be utilized by the Sheriff's Office.

Background:

The Sheriff's Office has received funding from DOHS for Operation Stone Garden. The funding is to be utilized to purchase equipment to further assist the US Border Patrol in identifying and deterring illegal immigrant and drug smuggling into the United States, specifically for the Sheriff's Office into Cochise County. This funding allows the Sheriff's Office to purchase equipment for the offices use to combat illegal drug smuggling the Sheriff's Office would otherwise not be able to gain/gather through other funding sources.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will continue to participate with the US Border Patrol in Operation Stone Garden. Also, the Sheriff's Office will purchase the already approved (through the US Border Patrol and DOHS) equipment that will be utilized in the operations.

Impact of NOT Approving/Alternatives:

The Sheriff's Office will lose out on the purchasing of additional equipment this office would otherwise not be able to obtain if it were not for this grant/funding source.

To BOS Staff: Document Disposition/Follow-Up:

Please return two copies with original signatures to the Sheriff's Office.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Grant Approval Form

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

PRIMARY GRANT

Primary Grantor: CFDA:

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: ☒ Yes ☐ No Grant No.:

Amendment No.:

Funding No.: If new, Finance will assign a funding number.

Strategic Plan: District: Mandated by Law? ☐ Yes ☐ No

Number of Positions Funded: Asset(s) Acquired:

Briefly describe the purpose of the grant.

The purpose of the Stone Garden grant is to assist the US Border Patrol in combating illegal immigration and drug smuggling; and to capture and prosecute or deter those who engage in these activities from continuing these actions.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

This service is not a mandated for the Sheriff's Office, but is for the US Border Patrol. In working within this grant, the Sheriff's Office is a force multiplier in this fight and our presence is well received by the citizens of Cochise County.

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Total Revenue:

Has this amount been budgeted? ☐ Yes ☒ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☒ Reimbursement

Is revertment of unexpended funds required at the end of grant period? ☐ Yes ☒ No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? ☐ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☐ Reimbursement

Is revertment of unexpended funds required at the end of grant period? ☐ Yes ☐ No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☐ No

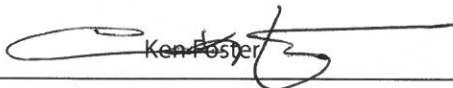
If yes, dollar amount or percentage allowed:

Is County match required? ☐ Yes ☒ No

County Match Source:

County match dollar amount or percentage:

Signature:

 Ken Foster

Board Approval:

Date

Print Form

Submit by Email to Finance

Please e-mail completed form to Finance ldevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Regular Board of Supervisors Meeting

Meeting Date: 03/09/2015

Modification of Grant Or Agreement with U.S. Forest Service

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Mark Genz **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve Modification of Grant or Agreement #12-LE-11030518-001, Modification 003, between the USDA Forest Service and the Sheriff's Office for a term of January 1, 2015 through December 31, 2015 in the amount of \$10,000 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest.

Background:

These agreements with the Forest Service are essentially an annual event. This Modification of Grant or Agreement is necessary to provide a change in funding, a change in the calendar days the grant is effective, from the federal fiscal year to calendar year and the new contract for 2015. This year's agreement provides for the Forest Service to reimburse up to \$10,000.00 in overtime, ERE and mileage for deputies to patrol the various recreation areas of the Coronado National Forest. This agreement has been approved by Lauri Owen of the County Attorney's Office.

Department's Next Steps (if approved):

Upon approval the agreements will be returned to the Forest Service and the Sheriff's Office will initiate patrols of the recreation areas in the Coronado National Forest.

Impact of NOT Approving/Alternatives:

If not approved the Sheriff's Office will not be able to utilize this funding to conduct patrols of the Forest's recreation areas, thus requiring the expenditure of general fund money to respond to any law enforcement calls originating in those areas.

To BOS Staff: Document Disposition/Follow-Up:

Return both original signed copies of the agreement to the Sheriff's Office so they can be forwarded to the Forest Service.

Attachments

USDA Agreement 2015

Grant Approval Form

**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1

11

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:
12-LE-11030518-0012. RECIPIENT/COOPERATOR GRANT or
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:
0034. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):Coronado National Forest
c/o Cherie Bowen, Patrol Captain
300 W Congress St., Tucson, AZ 857015. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip +
4, county):Cochise County Sheriff's Department
c/o Mark Dannels, Sheriff
205 N. Judd, Bisbee, AZ 856037. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS
payment use only):**8. PURPOSE OF MODIFICATION**CHECK ALL
THAT APPLY:This modification is issued pursuant to the modification provision in the grant/agreement
referenced in item no. 1, above.

CHANGE IN PERFORMANCE PERIOD: January 1, 2015 to December 31, 2015



CHANGE IN FUNDING: Increase funding in the amount of \$10,000.00 for patrols on NFS lands (Attachment A).



ADMINISTRATIVE CHANGES:



OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full
force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

Revised Scope of Work



Revised Financial Plan



Other: 2015 Operating and Financial Plan; Attachment A

11. SIGNATURESAUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF
THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED
GRANT/AGREEMENT.

11.A. SIGNATURE

11.B. DATE
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D. DATE
SIGNED

SEE ATTACHED SIGNATURE PAGE

(Signature of Signatory Official)

SEE ATTACHED SIGNATURE PAGE

(Signature of Signatory Official)

11.E. NAME (type or print):

11.F. NAME (type or print):

11.G. TITLE (type or print):

11.H. TITLE (type or print):

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE
SIGNED
CARMEN MELENDEZ

U.S. Forest Service Grants & Agreements Specialist

2/17/2015



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 12-LE-11030518-001
Cooperator Agreement No. _____**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN****Between The
COCHISE COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE, CORONADO NATIONAL FOREST****2015 OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Cochise County Sheriff's Office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Coronado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-11030518-001 executed on November 14, 2011. This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning January 1, 2015 and ending December 31, 2015.

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Mark Dannels, Sheriff Cochise County Sheriff's Office 205 N. Judd Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-3517 Email: mdannels@cochise.az.gov	Thad J. Smith, Chief Deputy Cochise County Sheriff's Office 205 N. Judd Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-7603 Email: tsmith@cochise.az.us

Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
--	---



Cheri Bowen, Patrol Captain Coronado National Forest 300 W. Congress Tucson, AZ 85701 Telephone: 520-388-8430 FAX: 520-388-84131 Email: cbowen@fs.fed.us	Joshua Bidderman, Law Enforcement Officer, Coronado National Forest, Sierra Vista Ranger District 4070 S. Avenida Saracino Hereford, AZ 85615 Telephone: 520-803-2811 Email: jbidderman@fs.fed.us
	Grants Management Specialist c/o Craig Fleischer Coronado National Forest 300 W. Congress Tucson, AZ 85701 Telephone: 520-388-8300 Email: craigcfleischer@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage will be reimbursed at the prevailing rate depending on vehicle(s) used for patrols*.

Wages (salaries + fringe benefits) will be reimbursed at the prevailing rates based on current Cooperator pay plan.

*The Cooperator shall submit a current fleet/mileage rate and a salary rate table; any changes to the rate(s) shall require written notice to the U.S. Forest Service within 30 days of official change in rate(s).

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

Please see Attachment A

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Please see Attachment A

Total reimbursement for this category shall not exceed the amount of: **\$10,000.00**

III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Drug Enforcement, Fire Emergencies, and certain Group Gatherings.



B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent-In-Charge or their designated representative. Reimbursement shall be made at the rates specified in Section 1-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section 1-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an officer from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the U.S. Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. **Initial attack responses without a Resource Order by the U.S. Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Department,

a. The Cooperator shall:

- 1) Provide to the U.S. Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provision II-B, including appropriate vehicle(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire prevention or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific severity or fire



suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire suppression situation. All Deputies assigned to a wildland fire suppression situation are required to follow Check-in and Demobilization procedures.

- 2) Assign Sheriff's Deputies requested by the U.S. Forest Service for fire prevention or fire suppression situation patrol and law enforcement.
- 3) Furnish itemized statements of expenditures to the U.S. Forest Service for the fire prevention or fire suppression situation services requested by the Forest Service, at the address below:
 - a) U.S. Forest Service: Cheri Bowen, Patrol Captain
Coronado National Forest
300 W Congress St.
Tucson, AZ 85701

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator's Name, address, phone number and agency financial contact

Invoice or Bill number;

Resource Order number(s);

Appropriate incident number (State code or U.S. Forest Service P-code and override);

Cooperative Law Enforcement Agreement number;

Dates of the incident covered by the billing; and

Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

b. The U.S. Forest Service shall:

- 1) Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through U.S. Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of officers needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-Code) for billing. A resource order must be issued by the U.S. Forest Service to support



each request. The resource order number will be provided to the Sheriff's Department by the U.S. Forest Service Dispatcher.

- 2) Post each Deputy's time to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
 - 3) Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per II-B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Billing frequency for Sections II, III, and IV shall be quarterly not to exceed \$10,000.00.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$10,000.00	N/A
Special Enforcement Situations	N/A	N/A
Total	\$10,000.00	N/A

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Operating Plan as the last date written below.

MARK DANNELS, Sheriff
Cochise County Sheriff's Office

Date



[Signature]
FERRY BANNON, Deputy County Attorney, *LARRY OWEN*
Legal Counsel, Cochise County

Date

02/20/2015

Part Call
~~ANN ENGLISH~~, Chairperson
Cochise County Board of Supervisors

Date

JIM UPCHURCH, Forest Supervisor
U.S. Forest Service, Coronado National Forest

Date

ROBIN L. POAGUE, Special Agent in Charge
U.S. Forest Service, Southwestern Region LE&I

Date

The authority and format of this instrument have been reviewed and approved for signature.

[Signature]
CARMEN MELENDEZ
U.S. Forest Service Grants & Agreements Specialist

Date

2/17/2015

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment A

Sierra Vista Ranger District

Whetstone Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 778(4WD)-Granite Peak, Mescal Springs, Juniper Springs, link with FR 369, located on the southern aspect of Whetstone Mountains.

FR 369(4WD)-Earp, Middle Tank, Lower Tank, and Dry Canyon

FR 208(4WD)-Glenn Springs, The Cape, South Fork, White Canyon, Guindani Canyon, French Joe Camp

FR 209(4WD)-McGrew Springs, Guindani Canyon

FR 212(4WD)- Twin Buttes, Cornfield Canyon, Easter Mountain, Cottonwood Canyon, Williams

Developed recreation sites: Does not exist on Whetstone Mountains

Huachuca Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 110-Brown Canyon

FR 368- Carr Canyon, Carr Canyon Admin site, Carr Barn

FR 56-Miller Canyon, Clark Springs

FR 124- Clark Springs, near FR 56

FR 367- Hunter Canyon

FR 59- Ash/Lutz Canyon

FR 61- Montezuma Pass to Sunnyside Canyon

FR 196-Creek and Bear Canyons, intersects with FR 61 and FR 48

FR 48- Sycamore Springs/Canyon to Parker Canyon lake

FR 227-Sunnyside Canyon, intersects with FR 48

FR228- Scotia Canyon, Sunnyside Canyon

FR 771- Sutherland peak, Ida Canyon

S.R. 83- From Parker Canyon Lake to FR 201, Parker Canyon

FR 827- Manila Canyon- Ft Huachuca West gate

FR 202(4WD)- Korn Canyon, Brushy Canyon

FR 120/FR 121 (4WD) Lyle Canyon, Parker Canyon

Wilderness Area/Forest Roads: Miller Peak Wilderness (No motorized vehicles allowed)

Forest Roads (referenced with nearby landmarks/areas):

FR 117-Sunnyside Canyon

FR 123- Pat Scott Canyon

FR 103- Granite Peak

FR 112- Blind Canyon

FR 113/105- Miller peak, Bond Springs

FR 110- Granite Peak, Bear prings

FR 103/104- Ash and Lutz Canyons, Black Bear Springs

Developed recreation sites:

S. R. 83- Parker Canyon Lake (Lakeview and Rockbluff Campgrounds)

FR 368- Carr Canyon (Reef and Ramsey Vista Campgrounds)

Douglas Ranger District:

Dragoon Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 687 (Some 4WD)- Smith Hill, Tenneco Well, Smith Well, Slavin Gulch, intersects with FR 345

FR 688 (4WD)- Stronghold Canyon West

FR 345- Middlemarch Road, Gordon Tank wash, Duran Well

FR 697 (4WD)- Pinon Springs, Gordon Tank, intersects with FR 345

FR 345A (4WD)- Sorin Camp, Cochise Peak, intersects with FR 345

FR 84- Cochise Stronghold, Stronghold Canyon, Jones Mountain, Kerwin Canyon

FR 795 (4WD)- Carlink Spring, Broken Arrow Camp

FR 689 (4WD)- Wood Canyon, Burtterfield State line historic site,

Develeloped recreation site:

FR 84- Cochise Stronghold

Peloncillo Mountains: (4WD vehicle required if noted)

FR 63- Cottonwood Draw, Outlaw mountain, intersects with FR 360

FR 360 (4WD)-Hog Canyon, intersects with FR 63

FR 703 (4WD)- Devils Kitchen, South Fork, Ben Tank, Big Tank, intersects with FR 360

Developed Recreation site: Does not exist on Peloncillo Mountains

Chiricahua Mountains: (4WD vehicle required if noted)

FR 42- Portal, Pinery Canyon, Turkey Park, Barfoot Lookout, Cave Canyon, intersects SR 181 and SR 191

FR 622- South Fork, Skull Rock, Cave Creek, intersects with FR 42

FR 42A/382 (4WD)- John hands, Herb Martyr, intersects with FR 713 and FR 42

FR 713 (4WD)- intersects FR 42A, Ash Springs.

FR 42D (Some 4WD)- Buena Vista peak, Rustler Park, Barfoot Lookout, intersects with FR 42

FR 42C/275 (Some 4WD)- Pine Canyon, Methodist Camp, Downing Pass, Rattlesnake Peak

FR 357 (Some 4WD)- Pine Canyon, Rustler Park, Crescent Tank

FR 356 –Pinery Canyon, North Fork, Intersects with FR 42, Riggs Spring, Blumberg Canyon, Whitetail Creek

FR 41-West Turkey Creek, Sycamore, Intersects SR 181

FR 74- Camp Rucker, Rucker Canyon, Cypress Park, Tex Canyon

FR 74E- Red Rock, Bathtub, Cypress Park

FR 4251- O'Keefe Spring, Dart Tank, Winkler Ranch, intersects with FR 74
FR 717- Bruno Canyon, intersects with FR 74
FR 311- Fourth Draw, J Bar A Ranch, Hunt Canyon, South Bruno Canyon,
FR 721- Halfmoon Valley, Boss Ranch, intersects FR 722
FR 317- Price Canyon, Brushy Canyon, intersects FR 223 to Wilderness
FR 686 (4WD)- Blevins draw, intersects SR 80 and FR 314, Jack wood Pass, Jack Wood Canyon
FR 314 (Some 4WD)- Horseshoe Canyon, intersects FR 686 and SR 80
FR 339 (some 4WD)- Triangle Canyon,

Wilderness Area/Forest Roads: Chiricahua Wilderness (No motorized vehicles allowed)
All wilderness areas apply. Listed below are the roads that are located directly next to non-wilderness areas.

FR 258-North Witch Canyon
FR 344- Middle Witch Canyon
FR 258A- South Witch Canyon
FR 273- Fife Canyon
FR 272- Green Canyon
FR 261- Hoovy Canyon
FR 275- Rattle Snake Canyon
FR 334- Centrella Point
FR 243- Cima
FR 247- Sander's Peak
FR 246- Snowshed Trail
FR 4286- Sulphur Draw
FR 240- Horseshow Canyon
FR 365- Jones Ridge
FR 224- Dobson Peak
FR 235- Swede Peak
FR 233- Cottonwood Corral Spring
FR 355- Sycamore Springs
FR 219- Monte Vista Peak Lookout
FR 267- Long Canyon
FR 266- Stanford Peak
FR 264- Pole Bridge Canyon
FR 262- Turkey Pen Canyon

Developed Recreation sites:

FR 74- Camp Rucker
FR 74E- Cypress Park and Bathtub Campgrounds
FR 41- West Turkey Creek and Sycamore Campgrounds
FR 42- Pinery Canyon, Idlewilde, Stewart, Sunny Flat Campground
FR 42D- Rustler Park Campground
FR 42A- Herb Martyr and John Hands Camgrounds
FR 622- South Fork picnic area

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

PRIMARY GRANT

Primary Grantor: CFDA:

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: ☐ Yes ☒ No

Grant No.:

Amendment No.:

Funding No.: If new, Finance will assign a funding number.

Strategic Plan: District: Mandated by Law? ☐ Yes ☒ No

Number of Positions Funded: Asset(s) Acquired:

Briefly describe the purpose of the grant.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Other Funds:
Total Funds:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Other Funds:
Total Funds:

Funding Year: Federal Funds 332.100
State Funds 336.100
County Funds 391.000
Total Revenue:

Has this amount been budgeted? ☐ Yes ☒ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☒ Reimbursement

Is reversion of unexpended funds required at the end of grant period? ☒ Yes ☐ No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? ☐ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☐ Reimbursement

Is revertment of unexpended funds required at the end of grant period? ☐ Yes ☐ No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☐ No

If yes, dollar amount or percentage allowed:

Is County match required? ☐ Yes ☒ No

County Match Source:

County match dollar amount or percentage:

Signature:



Board Approval:

Date

Print Form

Submit by Email to Finance

Please e-mail completed form to Finance ldevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 03/09/2015

Approve Appointment of Republican Precinct Committeemen

Submitted By: Martha Rodriguez, Elections & Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** n/a **TITLE of PRESENTER:** n/a**Docket Number (If applicable):** n/a**Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. 16-821**Information****Agenda Item Text:**

Approve the appointment of the following persons as Precinct Committeeman for the Republican Party of Cochise County upon the recommendation of the Party Chair: Precinct #15 Hereford: Danny R. Brown & Roseanna L. Brown Warrior; Precinct #19 Palominas: Paul D. Langer; Precinct #26 SV Avenida Del Sol: Stephen F. Lo Galbo; Precinct #31 SV College: Elizabeth K. White; Precinct #41 SV Village Meadows: Zanetta L. Boughan & Robert W. Boughan; Precinct #42 SV Vista Village: Craig A. Mount; Precinct #49 WI Willcox: Peggy Judd.

Background:

Requested by Cochise County Republican Party Chair and verified as eligible by Cochise County Elections Department (see attached forms).

Department's Next Steps (if approved):

Create file for each Precinct Committeeman approved and update list; send copy to Party Chair.

Impact of NOT Approving/Alternatives:

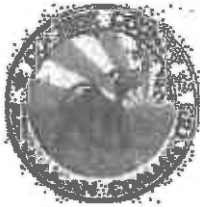
Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

BOS to send letters to those approved, with copies to Elections and to Cochise County Republican Party Chair.

Attachments

Rep Party Req



**Cochise County Republican Committee
Post Office Box 615
Sierra Vista, AZ 85636-0615**

February 16, 2015

**Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, AZ 85603**

Supervisors,

**I recommend the following individuals be appointed as Cochise County
Republican Committeemen:**

**Danny R Brown
4557 E Vista Grande Road
Hereford, AZ 85615**

Precinct 15 Hereford ✓

**Roseanna L Brown Warrior
4557 E Vista Grande Road
Hereford, AZ 85615**

Precinct 15 Hereford ✓

**Peggy Judd
705 N Arizona Avenue
Willcox, AZ 85643**

Precinct 49 WI Willcox ✓

**Paul D Langer
8665 Mustang Trail
Hereford, AZ 85615**

Precinct 19 Palominas ✓

**Craig A Mount
1910 Knowlton Street
Sierra Vista, AZ 85635**

Precinct 42 SV Vista Village ✓

Robert W Boughan
3065 E Oriole Drive
Sierra Vista, AZ 85635

Precinct 41 SV Village Meadows ✓

Zanetta L Boughan
3065 E Oriole Drive
Sierra Vista, AZ 85635

Precinct 41 SV Village Meadows ✓

Stephen F Lo Galbo
5372 Highlands Drive
Sierra Vista, AZ 85635

~~Precinct 31 SV College~~ ✓

26 SV AVENIDA DEL SOL
MR JONES - OK

Elizabeth K White
4144 Camino Soledad
Sierra Vista, AZ 85635

Precinct 31 SV College ✓

Regards,



Casey Jones
Chairman, Cochise County Republican Committee
520-249-3487
luego@mac.com



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: DANNY R. BROWN

ADDRESS: 4557 E. VISTA GRANDE ROAD

HEREFORD AZ 85615

PARTY: REP.

PRECINCT: 15 HEREFORD

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 8

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS : 2

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT:

DATE: 2-23-15

BY: Martha Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: ROSEANNA L. BROWN WARRIOR

ADDRESS: 4557 E. VISTA GRANDE ROAD

HEREFORD AZ 85615

PARTY: REP.

PRECINCT: 15 HEREFORD

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 8

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS : 2

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT:

DATE: 2-23-15

BY: Martha Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: PAUL D. LANGER

ADDRESS: 8665 MUSTANG TRAIL

HEREFORD AZ 85615

PARTY: REP.

PRECINCT: 19 PALOMINAS

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 5

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS : 4

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT:

DATE: 2-23-2015

BY: Martha Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: STEPHEN F. LOGALBO

ADDRESS: 5372 HIGHLANDS DRIVE

SIERRA VISTA AZ 85635

PARTY: REP.

PRECINCT: 26 SV AVENIDA DEL SOL

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 7

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT:

DATE: 2-23-15

BY: Martha Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: ELIZABETH K. WHITE

ADDRESS: 4144 CAMINO SOLEDAD

SIERRA VISTA AZ 85635

PARTY: REP

PRECINCT: 31 SV COLLEGE

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 6

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS : 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 2-23-15

BY: Martha Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: ZANETTA L. BOUGHAN

ADDRESS: 3065 E. ORIOLE DRIVE, SIERRA VISTA AZ
85635

PO BOX 2003 SIERRA VISTA, AZ 85636

PARTY: REP

PRECINCT: 41 SV VILLAGE MEADOWS

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 9

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 6

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT:

DATE: 2-23-15

BY: Martha Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: ROBERT W. BOUGHAN

ADDRESS: 3065 E. ORIOLE DRIVE, SIERRA VISTA, AZ
85635

PO BOX 2003

PARTY: REP.

PRECINCT: 41 SV VILLAGE MEADOWS

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 9

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 6

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 2-23-15

BY: Martha Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: CRAIG A. MOUNT

ADDRESS: 1910 KNOWLTON STREET

SIERRA VISTA AZ 85635

PARTY: REP.

PRECINCT: 42 SV VISTA VILLAGE

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 6

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS : 1

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT:

DATE: 2-23-15

BY: Martha Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: PEGGY JUDD

ADDRESS: 705 N. ARIZONA AVENUE

WILLCOX AZ 85643

PARTY: REP.

PRECINCT: 49 WI WILLCOX

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 4

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT:

DATE: 2-23-15

BY: Martha Rodriguez

Emergency Services

Regular Board of Supervisors Meeting

Meeting Date: 03/09/2015

Emergency Facility MOU

Submitted By: Norm Sturm, Emergency Services

Department: Emergency Services

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Norm Sturm **TITLE of PRESENTER:** OES Coordinator

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve a Memorandum of Understanding (MOU) between Cochise County and various facilities in Cochise County to serve as designated emergency locations for emergency functions in case an emergency is declared.

Background:

Cochise County Emergency Services has identified facilities throughout the county that may be useful during large-scale emergencies. These facilities can include, public and private schools, houses of worship, businesses, and municipal facilities. The facilities may be needed for resident shelters, reception centers, mass medication distribution or any number of essential emergency services. The MOU's up for approval are between Cochise County and the various facility owners. The documents have a stated 5-year term with a 30-day termination clause for either party. Similar MOUs were executed in 2009 with a 5-year term. These MOU's will replace the 2009 documents. It is anticipated that there will be approximately 50 of these MOUs to be approved over the next several months as they are returned to the County by the various facility owners.

Department's Next Steps (if approved):

This is the final step in securing the emergency facilities.

Impact of NOT Approving/Alternatives:

If not approved, the County will not have agreements in place to provide facilities for emergency sheltering or other vital operations during large-scale emergencies.

To BOS Staff: Document Disposition/Follow-Up:

Office of Emergency Services will need two copies of each signed MOU: one for the facility and one for OES records.

Attachments

**MEMORANDUM OF UNDERSTANDING
BETWEEN COCHISE COUNTY AND
SIERRA VISTA SCHOOL DISTRICT NO. 68**

This Memorandum of Understanding (MOU) is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and the Sierra Vista Unified School District No.68, a school district located in Cochise County, Arizona, hereinafter referred to as "District".

WHEREAS, the County is tasked by statute with responding to intentional and/or natural incidents affecting significant portions of the population resulting in the need for mass emergency services; and

WHEREAS, The County, as part of its response to a mass emergency, may undertake mass emergency services to include administering vaccines or drugs and pharmaceuticals through 'Points of Dispensing' sites, or to provide mass emergency services through 'Mass Care and Sheltering' sites by using facilities that are environmentally controlled and have utilities and communications capabilities; and

WHEREAS, for the purpose of this memo of understanding, the County desires to provide mass emergency services, including but not limited to using District facilities located within municipalities and jurisdictions that contain a portion of the County's population and typically have adequate traffic handling capacity, County approved sanitation features and permits and adequate floor plans and floor space to facilitate the conduct of mass emergency services.

NOW, THEREFORE, the parties agree as follows:

A. The County Shall:

1. Designate the principal contact person for this MOU as:

Title: Local Health Officer or Bioterrorism Preparedness Program Mngr.

Address: 1415 Melody Lane, Building A, Bisbee, AZ 85603

Phone numbers: 520-432-9430 or 520-432-9437 or 1-800-423-7271

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Notify the contact person designated by the District, as soon as practicable, upon determination of the need to for mass emergency services as set out in this MOU.
3. Designate an Emergency Services Site Manager and provide the name and contact data to the District.
4. Clearly identify all County equipment and supplies and maintain an inventory of said equipment and supplies brought to the District facility to support its mission. A copy of the inventory shall be available to the District during the activation of the emergency services site.

5. Document the condition of District facility via photographs or video before and after the use period so that both parties may agree on the facilities' condition and any damage caused by the County's use.
6. Provide barriers to those parts of said facility that will be off limits or reserved from the emergency services site activity, as directed by District.
7. Utilize District resources for Mass Care and Sheltering purposes and reimburse the District's documented costs for:
 - a. Assets within the facility, i.e. folding tables, chairs, equipment, etc that are damaged or consumed.
 - b. Usage rates for telecommunication resources, i.e. telephone lines, receptacles, cable TV & jacks, fax lines etc.
 - c. Utilities used within the facility, including electricity, natural gas, water and sewer services.
8. Segregate biohazard waste and arrange for the pickup and disposal of such waste according to federal and state laws and/or regulations and shall be responsible for the cost of waste disposal associated with the Mass Care and Sheltering emergency services site.
9. Provide security staffing during operation of the emergency services site to be used for traffic control and security within and around the facility.
10. Receive documented billing from the Superintendent or District Principals and process such billing within two weeks of receipt. County will ensure that approved invoices will be paid within 60 days of receipt of said invoices.

B. The District shall:

1. Designate the principal contact person for this MOU as:

Name/Title: **Kriss Hagerl/Superintendent**

Phone numbers: **(520) 515-2701** E-Mail: **kriss.hagerl.k12.az.us**

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Provide use of the District facilities as a Mass Care and Sheltering and/or emergency services site, when availability is determined by the District Superintendent (or designee); said usage shall not be unreasonably denied.

3. Designate in writing those parts of said facility that will be off limits or reserved from the emergency services site activity.
4. Identify all District equipment and maintain an inventory of said equipment, so as to prevent a loss of assets on the shut down of the emergency services site. A copy of the inventory shall be available to the County during the activation of the emergency services site.
5. After being reimbursed by Cochise County, District shall provide a "Letter of Release" at the termination of the use period (post cleanup) stating that the County released the facility to the District in a mutually acceptable condition.
6. Make available to the on-site County staff, facility assets, telecommunication resources and utilities including, but not limited to, potable water, sanitary facilities, electricity, heating/cooling, and access to phone line and cable.
7. Submit all documented billing resulting from the use of said facility by County within 30 days of closure of the emergency services site.

C. Term

The initial term of this memorandum of understanding shall be for five years, and the agreement shall be automatically renewed for additional five year periods at the end of each one year term, unless otherwise terminated pursuant to paragraph E.

D. Agreement Amendment

The parties to this memorandum of understanding may amend, modify, or supplement this Agreement in writing at any time by mutual consent. All other unaffected provisions set forth in this Agreement shall remain in effect.

E. Termination

Either party may terminate this memorandum of understanding at any time, with 30 days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address.

F. Insurance

The County agrees to provide the District with documentation of liability insurance coverage, and to inform the District immediately of a cancellation or decrease in coverage. District agrees that it will maintain all existing liability insurance coverage for its personnel, land, buildings, equipment and physical assets while its facilities are used for Mass Care and Sheltering purposes.

G. Indemnity

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this memorandum of understanding.

H. Licensure

The District agrees to maintain all current licenses and permits to operate its facilities during the use period. If required, County shall obtain any and all emergency licenses or permits required for its operations of the Mass Care and Sheltering site.

I. Miscellaneous Provisions

1. **Assignment.** This memorandum of understanding is non-assignable in whole or in part by either party without the written consent of the other party.
2. **Authority of Signatory.** Each individual executing this Agreement on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the County or District and that he/she has complied with all requirements for notice and approval under the Arizona open meeting law.
3. **Cancellation.** This memorandum of understanding is subject to cancellation for conflict of interest without penalty or further obligation as provided by ARS 38-511.
4. **Entire Agreement.** This memorandum of understanding and any attachments represent the entire agreement between District and County and supersede all prior negotiations, representations or agreements, whether express or implied, written or oral.
5. **Governing Law and Venue.** The terms and conditions of this memorandum of understanding shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation

and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

6. **Incorporation of Documents.** All documents referred to in this memorandum of understanding are hereby incorporated by reference into the Agreement.
7. **Integration.** This memorandum of understanding contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written Agreement and signed by both parties shall be valid or binding.
8. **No Third Party Beneficiaries.** Only the parties may enforce this memorandum of understanding. The parties do not intend through this Agreement to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this Agreement.
9. **Notices.** Any notice or demand under this memorandum of understanding from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

County

District

Cochise County Health Department
1415 Melody Lane
Bisbee, AZ 85603
(520) 432-9437

Sierra Vista Unified School
District #68
3555 East Fry Boulevard
Sierra Vista, AZ 85635
(520) 515-2701

10. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this Agreement.
11. **Severability.** The provisions of this memorandum of understanding shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.
12. **Waiver of Terms and Conditions.** The failure of either party to insist on any one or more instances of performance of any of the terms or conditions of this memorandum of understanding or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

13. **Nondiscrimination.** The parties agree that neither party shall discriminate against any employee or applicant for employment, student, or community member seeking emergency relief based upon that person's race, color, national origin, age, religion, sex (including sexual identity/preference), disability (including genetic code), political affiliation or veteran's status.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year specified below.

SCHOOL DISTRICT:


Signature

Superintendent
Title

11/24/14
Date

COCHISE COUNTY:

Chairman, Board of Supervisors

Date

ATTEST:

Deputy Clerk of the Board

Regular Board of Supervisors Meeting

Meeting Date: 03/09/2015

Demands

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a

of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a

of PRESENTER:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 03/09/2015
Cochise County Community Used Sharps Disposal Program
Submitted By: Jennifer Steiger, Health & Social Services
Department: Health & Social Services
Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0
Submitted for Signature:

NAME of PRESENTER: Mary Gomez

TITLE of PRESENTER: Health Director

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve the new Cochise County Community Used Sharps Disposal Program, a two phase program created and administered by Cochise Health & Social Services (CHSS), offering free sharps disposal locations to County residents, with Phase I beginning by April 1, 2015, and approval to move forward with funding and community partners for Phase II.

Background:

Cochise Health & Social Services is instituting a county-wide community used sharps disposal and low cost acceptable sharps container supply service program to Cochise County in order to improve the safety and well being of Cochise County residents. Currently there is not a comprehensive plan by any private or public health or public sector service entity within Cochise County that offers a sharps disposal program or a low cost sharps container supply service to the residents of the County. Cochise Health & Social Services Program Proposal We are proposing a two part program to be implemented in two stages. Our goal will be to obtain free used sharps disposal for Cochise County residents at 5 – 10 locations throughout the County within one year of program launch. We will be approaching MedReturn Unit Partners and other community organizations to assist us with reaching this goal. Program Management - This program will be managed by CHSS. The Health Director will assign Leadership Team members and other staff as needed to monitor and train staff at each CHSS location. CHSS Administration/Finance will order supplies as needed for the program, and maintain the new Stericycle contracts associated with the program to ensure desired set up parameters are met and all program costs are monitored closely. Daily program management functions will fall under the standard CHSS chain of command protocols, depending on staff members handling each situation, as it arises. We have established staff procedures and a training protocol for CHSS. All media materials will provide one email address (sharpsdisposal@cochise.az.gov) and phone number (432-9407) that will be set up just for this purpose, to assist in streamlining the question and answer needs of the public. CHSS is setting up a website with detailed program information and FAQ's. CHSS Administration will work continually with all partners to ensure smooth and efficient operations for them, so their crucial participation can continue. CHSS would begin the program at all five (5) CHSS locations, Benson, Bisbee, Douglas, Sierra Vista, & Willcox. Our department currently has the capacity in place already to accept and dispose of the used sharps through our Stericycle contracts. There would be no additional costs associated. This program is being provided for the private sector only. Medical professionals and businesses are regulated under state and federal biomedical waste laws and are not eligible to participate. All residents may dispose of sharps at any one of the sharps program collection locations as long as their sharps are within an appropriate sealed container. We can offer this in a short amount of time once we have provided all staff with appropriate training on accepting used sharps and distributing containers. Staffs that will require training on acceptable sharps containers types are as follows: Front Desk, Nursing, Management, WIC, and Env Hlt. Purchase/distribute sharps containers -Benson – 25 -Bisbee – 50 -Douglas – 50 -Sierra Vista – 50 -Willcox – 25 -CHSS will sell the containers to the public at a cost of \$5/unit. They are 1 gallon containers and should last most users for a reasonable amount of time. All of the funds collected from these purchases will be used to support the program and future expenses. The ongoing costs will be covered by grant funds, disposal container sales, and carryover funding as needed. We anticipate this will be a very low cost program to implement. CHSS already has all of the core pieces already in place. Phase I Wellness Briefs - We will add a wellness and prevention component to our program. We are developing a wellness feature providing targeted wellness and prevention information to our program participants. When residents come in to dispose of sharps containers and/or purchase new sharps containers we will ask them if they would like to sign up for our "Wellness Briefs". These briefs will be centered on a variety of wellness information. Specifically, prevention and wellness tips for those affected by conditions such as diabetes and other conditions that would require individuals to use sharps. The wellness briefs would be sent out monthly, and give all subscribers the ability to unsubscribe at any time. Phase I Media Campaign - CHSS will implement a website (<http://www.cochise.az.gov/cochise-health-and-social-services/sharpsdisposal>), email address (sharpsdisposal@cochise.az.gov) and media campaign to inform County residents that CHSS is now an approved used sharps collection site, free to the public, and that CHSS is offering sharps containers at a low cost to those that need them, using a wide variety of local resources to distribute the information. Phase II -Create new partnership agreements with at least five (5) current MedReturn partners, such as Fire Departments and medical facilities around Cochise County, in areas CHSS does not have existing locations preferably. Next we will, establish a protocol with those partners, allowing for County residents to utilize Stericycle containers (provided by CHSS) at those locations, for used sharps disposal locations, increasing disposal sites within the County to ten (10). Once we have our partners onboard we will add new Stericycle contracts to be held by CHSS, to incorporate the new used sharps disposal containers we will supply for our partners, making them extended CHSS pick up locations, for Stericycle, adding no cost to partners. CHSS will take care of all fees for this new contract. The MedReturn partners that sign up will be used as sharps disposal collection points only. They will not be responsible for selling or holding containers. Stericycle will be scheduled to pick up from their sites on a regular schedule that will be to their benefit, and at their choice. The availability of the disposal container will also be at their choosing. CHSS will allow the new partners to run the disposal partner program as they are able. We will be bringing them onboard as a community partner, to expand services within underserved communities. Therefore we will make it a top priority to make this program as beneficial to all as we possibly can. Like the MedReturn program, the more participation the better and the result will be improved public health and safety. Each partner would be

provided with free program flyers, media materials and CHSS location information, for those inquiring about where and how to obtain low cost disposal containers, and/or sign up for our Wellness Briefs.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Most County residents will continue to dispose of sharps in an unsafe manner, negatively impacting public health/safety and our environment.

To BOS Staff: Document Disposition/Follow-Up:

Attachments are in progress. PowerPoint, Program Flyer, Procedural Document, Executive Summary.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☒

Amount Available: \$375

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2014-2015

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: CHSS

Fiscal Impact & Funding Sources (if known):

Phase I Costs: 1. Red Stericycle Unit w/Hazardous Waste pickups. FY13-14, Stericycle expenses already paid for under other GF budget, \$16,130.99. 2. Purchase of Sharps Containers (150) initial purchase \$375. We have received quotes from three independent vendors. 3. Website & Media Distribution, No Cost Phase II Costs - Phase two costs are still to be determined, it will depend on the number of community partners with whom we are able to connect, and the levels of internal and external funding sources available.

Attachments

Cochise County Community Used Sharps Program Flyer 2-15
Presentation



COMMUNITY USED SHARPS DISPOSAL PROGRAM

Cochise Health & Social Services is now offering a Community Used Sharps Disposal Program for Cochise County effective April 1, 2015. Residents may drop off acceptable sharps containers at the following locations Monday - Friday, between 8a.m. and 5p.m.

Program Features:

1. Free used sharps disposal at all CHSS locations, in approved containers.
2. 1 gallon sharps containers available for purchase to all residents at \$5 per container for assistance with proper disposal.
3. All program participants are eligible sign up and receive free "Wellness Briefs" and Health Related Newsletters/Information from CHSS on a wide variety of chronic diseases and health topics, as well as our services and any upcoming events.

Bisbee

1415 Melody Lane, Bldg, A
Bisbee, AZ 85603

Benson

126 W. 5th St.
Benson, AZ 85602

Willcox

450 S. Haskell Ave.
Willcox, AZ 85643

Douglas

1012 N. G. Ave., Ste. 101
Douglas, AZ 85607

Sierra Vista

4115 E. Foothills Dr.
Sierra Vista, AZ 85635

Call 520-432-9407, email: sharpsdisposal@cochise.az.gov, or visit us online at www.cochise.az.gov/health-and-social-services/sharpsdisposal

HELP PRESERVE OUR ENVIRONMENT BY PROPERLY DISPOSING OF NEEDLES AND SHARPS WHICH ARE HAZARDOUS WASTE.

Approved Containers Per Sharps Guidelines:

- ✓ Sharps must be in a sharps disposal container or in a hard sided PLASTIC container like a bleach or laundry detergent bottle or metal container with a secure lid.
- ✓ Containers that held a food product are not appropriate for use.
- ✓ The sharps container must have a label that states "Biohazard" with a secure lid OR Household containers, such as plastic detergent bottles, can be used if heavy duty tape is used to secure the lid to the container and the words "Do Not Recycle" are written on the container with a permanent marker.
- ✓ The container should also be puncture-proof with a tight-fitting lid.
- ✓ Please refrain from using a clear or glass container.
- ✓ Please do not overfill the containers.
- ✓ Medical sharps should be fully encapsulated prior to disposal in the solid waste receptacle. You can add quick drying cement, plaster, or similar materials to the container of sharps. Allow the container to dry before disposing in the solid waste receptacle.
- ✓ Residents will not be allowed to keep their containers; it must be placed whole into the barrel.
- ✓ Go to www.cochise.az.gov/health-and-social-services/sharpsdisposal to download an acceptable Sharps Container Label if you do not have one, or ask one of our staff members to provide one to you. Residents must secure it to their container on their own as described in the guidelines above.



SHARPS LABEL USE INSTRUCTIONS:

Print these labels to create approved sharps disposal containers.

1. Save an empty, hard-sided sealable non-food plastic bottle from your home, such as a laundry soap or bleach bottle.
2. Apply these labels to both flat sides of your hard-sided container, with tape.
3. Place your used needles, syringes and lancets into this labeled container.
4. When full, seal the lid tight, and apply tape around the lid covering the threads.
5. Save another empty hard-sided non-food bottle and repeat this process.
6. Take full sharps containers to a designated location. For a list of locations in Cochise County Call 520-432-9407, email: sharpsdisposal@cochise.az.gov, or visit us online at www.cochise.az.gov/health-and-social-services/sharpsdisposal
7. New labels can also be obtained at the disposal locations.



COCHISE COUNTY

Community Used Sharps Disposal Program

Cochise Health & Social Services
Mary Gomez, RN, MN



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

- County-wide community used sharps disposal program
- Low cost container supply service
- Currently no comprehensive program within County
- Goals: 1) Improve the safety and well being of County residents
2) Protect the environment



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

What are Sharps?

- Hypodermic needles and syringes used to administer medication
 - Lancets or fingerstick devices to collect blood for testing
 - Needle and tubing systems for infusing intravenous and subcutaneous medicines
 - Connection needles used for home hemodialysis
-
- Currently end up in home and public trash cans or flushed down toilets
 - Improper disposal puts people (sanitation and sewage treatment workers, janitors, housekeepers, family members and children) at risk for needle stick injuries and/or potentially fatal infection with viruses (Hep B and C and HIV).

<http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm278851.htm>



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

Why do we need to promote safe disposal in our communities?

- More diseases and conditions (diabetes, cancer, allergies, arthritis, HIV) being managed outside of hospitals and doctors' offices
- Number of sharps used in homes and work offices is increasing
- Pets are being treated in homes and livestock are being treated on farms
- EPA estimates that more than 3 billion needles and other sharps are used in US homes each year
- Proper sharps disposal guidelines and programs vary by jurisdiction

<http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm278851.htm>



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

Cochise Health & Social Services Program Proposal

- Collaboration with County SO and local fire departments
- Two phase program
- Goal: free used sharps disposal for all County residents at 5 – 10 locations throughout the County within one year of program launch, low cost accessible containers
- MedReturn Unit Partners and other community organizations to assist with this goal



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

Program Management

- CHSS to monitor and train staff at each CHSS location
- Order supplies as needed for the program
- Maintain contracts and agreements, promote program
- Media materials will provide one email address and phone number
- Website with detailed program information and FAQ's
- Continually work with SO and all partners to ensure smooth and efficient operations so their crucial participation can continue



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

Program Phase I:

- All five (5) CHSS locations
- Currently have capacity to accept and dispose of the used sharps through our Stericycle contracts
- No additional disposal costs
- Service for private sector only
- Residents may dispose of sharps at any collection location as long as using an appropriate sealed container
- Rapid roll-out after staff training on accepting used sharps and distributing containers



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

Purchase/distribute sharps containers

△-Benson – 25 △-Douglas – 50 △-Willcox – 25
△-Bisbee – 50 △-Sierra Vista – 50



- Quotes from three independent vendors – approx. \$375 to stock our clinics
- CHSS will sell the containers to the public at a cost of \$5/unit
- All of the funds collected will be used to support the program and future expenses
- Ongoing costs will be covered by grant funds & disposal container sales



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

Phase I “Wellness Briefs”:

- Developing a wellness feature providing targeted wellness and prevention information to our program participants
- “Wellness Briefs” centered around a variety of wellness and prevention tips and information for those affected by conditions that would require use of sharps
- Sent monthly, subscribers able to unsubscribe at any time

Phase I Media Campaign:

- Website and media campaign using wide variety of local resources to distribute the information



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

Phase I Cost Recap:

1. Red Stericycle Unit w/Hazardous Waste pickups. FY13-14
Stericycle Costs were \$16,130.99. Covered under existing GF budget, no additional disposal expense
2. Purchase of Sharps Containers (150) initial purchase \$375
3. Website & Media Distribution, No Cost



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

Program Phase II:

- Modify agreements with at least five (5) current MedReturn partners
- Target areas CHSS does not have existing locations
- Establish protocols with those partners, increasing disposal sites within the County to ten (10)
- Add new Stericycle contracts to be held by CHSS for five or more disposal sites
- Partners not responsible for selling or holding individual containers
- Stericycle pick up from their sites on a regular schedule at partners' convenience
- Each partner provided with free program flyers, media materials



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

Conclusion:

- Increasing use of sharps at home
- Safe, proper disposal methods avoid accidental exposure to used sharps
- Needle-stick injuries are a preventable health risk
- CHSS hoping to launch program as soon as possible
- As with MedReturn program, another low cost, effective way to improve public health and safety for all County residents
- Little added cost to taxpayers
- Important national public health priority
- County to be a part of the health community moving towards a lasting solution
- Long term goal: own and operate incinerator



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

Resources:

- <http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm278851.htm>
- <http://www.fda.gov/MedicalDevices/ProductsandMedicalProcedures/HomeHealthandConsumer/ConsumerProducts/Sharps/default.htm#whataresharps>
- <http://www.epa.gov/osw/nonhaz/industrial/medical/disposal.htm>
- <http://www.epa.gov/osw/nonhaz/industrial/medical/med-govt.pdf>
- <http://www.epa.gov/osw/nonhaz/industrial/medical/med-home.pdf>
- <http://www.ci.pomona.ca.us/index.php/public-works-home/solid-waste/sharps-disposal?highlight=WyJzaGFycHMiXQ>
- <http://www.azdeq.gov/envIRON/waste/solid/index.html>



Public Programs...Personal Service

COCHISE COUNTY

Community Used Sharps Disposal Program

Questions?

Thank you!



Public Programs...Personal Service

Regular Board of Supervisors Meeting**Meeting Date:** 03/09/2015

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V **Recommendation:**
Presentation**Document Signatures:** **# of ORIGINALS**
Submitted for Signature:**NAME** na **TITLE** na
of PRESENTER: **of PRESENTER:****Mandated Function?:** **Source of Mandate**
or Basis for Support?:**Information****Agenda Item Text:**

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers**Attachments**LPC MinutesLPC Agenda



County Supervisors A S S O C I A T I O N o f a r i z o n a

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

(Teleconference Made Available)

County Supervisors Association
1905 West Washington
Phoenix, Arizona

MINUTES

February 27, 2015

Call to Order:	Clint Hickman	9:00 a.m.
Present in Person:	Gary Watson	Mohave County
Present Telephonically/Webinar:	Ann English	Cochise County
	Mandy Metzger	Coconino County
	Tommie Martin	Gila County
	Jim Palmer	Graham County
	David Gomez	Greenlee County
	D. L. Wilson	La Paz County
	Clint Hickman	Maricopa County
	Pete Rios	Pinal County
	Tom Thurman	Yavapai County
	Russell McCloud	Yuma County
Absent:	Barry Weller	Apache County
	Jason Whiting	Navajo County
	Ray Carroll	Pima County
	Manuel Ruiz	Santa Cruz County
Proxy:	Jason Whiting	Navajo County

Others present telephonically: Mike Pastor, Russ Clark, Delwin Wengert, Joanne Keene, Matt Rudig, Jacque Griffin, Cheryl Sluyter, Kay Gale, Marilyn Summers, Robert Pickels

Others present in person: Scott Isham, Rick Bohan, Michelle Hindman, Mark Barnes, Craig Sullivan, Penny Adams, Todd Madeksza, Kristin Cipolla, Dan Bogert, Nick Gushue

Penny Adams called roll and a quorum was present.

Governor's Budget Recommendation Report / JLBC Baseline Budget

Craig Sullivan stated that the letter and resolution adopted by CSA was distributed to members of the Legislature, in particular to the Senate President and Speaker of the House, and to the Governor's Office. The letter and resolution communicates counties' concerns about the budget recommendations. Craig commented that awareness of county concerns is getting through to legislators, as noted when CSA meets with legislators. CSA met yesterday with the Governor's staff to continue to convey county concerns. Craig stated that budget negotiations continue between the President, the Speaker, and the Governor's Office, but communication has not been getting to the other legislators. Two budget issues being discussed most are the vehicle registration fee proposed by the Governor and the cap on the homeowner's rebate. CSA continues to build legislative champions to help approach the President and Speaker to relay county concerns. Craig encouraged counties to continue to push the counties' message to legislators.

Transportation Advocacy

Todd Madeksza stated that transportation advocacy has migrated into the budget discussions. He reported that the CSA board's endorsement of the Governor's vehicle registration fee is viewed as protection of the HURF dollars. CSA continues to monitor the budget discussions regarding HURF.

Legislative Bills for Discussion

1. [HB 2131 tax adjudications; attorney fees](#). Todd stated the bill came out of Committee of the Whole without an amendment related to a cap. The bill has been circulated to counties. AACo opposes the measure. Supervisor Russ Clark provided a recap of his conversation with the bill sponsor. Supervisor Ann English moved to oppose HB 2131. Supervisor Pete Rios seconded the motion. Discussion ensued. Supervisor English stated that the motion is on the bill as stated and if the bill changes in form, CSA can revisit it. A call for the vote was requested and the motion passed unanimously. Todd said CSA will provide an update if the bill moves.
2. [HB 2212 licensing; accountability; enforcement; exceeding regulation](#). Todd stated he spoke with the bill sponsor about mirroring Title 9 and Title 11 so that there were not different regulatory guidelines for the cities and counties. Supervisor Jim Palmer moved to oppose HB 2212 unless the bill is amended to be mirrored across Title 9 and Title 11. Supervisor Russell McCloud seconded the motion and the motion passed unanimously.
3. [HB 2561 unlawful distribution of private images](#). Kristin Cipolla stated the bill passed Committee of the Whole with a favorable amendment. CSA will continue to monitor the bill.
4. [HB 2662 speed restrictions; penalties](#). Kristin stated the bill was distributed to counties to obtain feedback on how the fee reduction would impact county budgets. It passed Committee of the Whole unamended. CSA will continue to monitor the bill.

Post-traumatic Stress Disorder

5. [HB 2438 PTSD; public safety](#). Todd stated the bill was held in the Senate, but should be moving. The bill proposes a study committee. Supervisor Russell McCloud moved to support HB 2438. Supervisor Gary Watson seconded the motion and the motion passed unanimously.
6. [SB 1443 occupational disease; PTSD](#). Todd stated the bill passed committee and is awaiting Rules. CSA will continue to monitor the bill.

CSA Legislative Agenda

1. [HB 2349 flood control districts; administrative enforcement](#) (*Fann*). Todd reported the bill is out of the House and has been assigned to Senate Water and Energy Committee, where a technical drafting amendment will be done.
2. [HB 2363 county contributions; hospitalization; medical; repeal](#) (*Thorpe*). Todd stated the bill is assigned to the House Appropriations Committee, but it has become part of the budget discussions.
3. [HB 2490 sexually violent persons; reimbursement; repeal](#) (*Carter*). Todd stated the bill is assigned to the House Appropriations Committee, but it has become part of the budget discussions.
4. [SB 1145 restoration to competency; state costs](#) (*Griffin*). Dan reported the bill passed out of the Senate last week and was assigned to the House Judiciary Committee yesterday. He noted it may go into the budget discussions.
5. [SCM 1010 PILT program; SRS; full funding](#) (*Griffin*). Todd stated the bill is on a calendar for next Thursday.

Next Meeting Date and Time

President Hickman provided a reminder that the next LPC meeting will be held on Friday, March 6, at 9:00 a.m.

Other Business

In response to Supervisor Tom Thurman's question on the TPT bill, Craig confirmed he was correct that the bill is awaiting signature from the Governor. In response to Supervisor Thurman's question on the assessor's bill, Todd stated it is in House Committee of the Whole.

Adjournment

There being no further business, President Clint Hickman adjourned the meeting at 9:36 a.m.



County Supervisors

A S S O C I A T I O N
o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE AGENDA

February 27, 2015

Teleconference 1-866-228-9900

Access Code 326208#

[Web Link](#)

County Supervisors Association
1905 W. Washington St.
Phoenix, AZ

9:00 a.m. Call to Order ~ *President Clint Hickman*

- 1) Governor's Budget Recommendation Report / JLBC Baseline Budget
- 2) Transportation Advocacy
- 3) Legislative Bills for Discussion
 - 1) [HB 2131 tax adjudications; attorney fees](#) (*Mitchell*)
 - 2) [HB 2561 unlawful distribution of private images](#) (*Mesnard*)
 - 3) [HB 2662 speed restrictions; penalties](#) (*Stevens*)

Post-Traumatic Stress Disorder

 - 4) [HB 2438 PTSD; public safety](#) (*Livingston*)
 - 5) [SB 1443 occupational disease; PTSD](#) (*Smith*)
- 4) CSA Legislative Agenda
 - 1) [HB 2349 flood control districts; administrative enforcement](#) (*Fann*)
 - 2) [HB 2363 county contributions; hospitalization; medical; repeal](#) (*Thorpe*)
 - 3) [HB 2490 sexually violent persons; reimbursement; repeal](#) (*Carter*)
 - 4) [SB 1145 restoration to competency; state costs](#) (*Griffin*)
 - 5) [SCM 1010 PILT program; SRS; full funding](#) (*Griffin*)
- 5) Next Meeting Date and Time (*Friday, March 6, at 9:00 a.m.*)
- 6) Other Business
- 7) Adjourn

New Title

52nd Legislature - 1st Regular Session, 2015

Tuesday, Feb 24 2015 3:08 PM

Bill summaries and histories copyright 2015 Arizona Capitol Reports, L.L.C.

Feb 27 LPC

Legislation for Discussion

Bill Summaries

H2131: TAX ADJUDICATIONS; ATTORNEY FEES

The court is required, instead of permitted, to award fees and other expenses to any party other than the state or a county or municipality that prevails by an adjudication on the merits in an action brought by that party against the state or a county or municipality challenging the assessment or collection of taxes, or the denial of a tax refund. The definition of "fees and other expenses" is expanded to include contingent fees.

First sponsor: Rep. Mitchell

H2131 Daily History	Date	Action
TAX ADJUDICATIONS; ATTORNEY FEES	2/23	retained on House COW calendar.
TAX ADJUDICATIONS; ATTORNEY FEES	2/16	from House rules okay.
TAX ADJUDICATIONS; ATTORNEY FEES	2/11	from House jud do pass.
TAX ADJUDICATIONS; ATTORNEY FEES	1/27	referred to House jud.

H2561: UNLAWFUL DISTRIBUTION OF PRIVATE IMAGES

The distribution of images of another person who is in a state of nudity or engaged in specific sexual activities is only classified as unlawful distribution if the person is identifiable from the image itself or from information displayed in connection with the image. The list of exemptions from unlawful distribution of these images is modified to require the exempt disclosures to be made in the public interest.

First sponsor: Rep. Mesnard

H2561 Daily History	Date	Action
UNLAWFUL DISTRIBUTION OF PRIVATE IMAGES	2/17	stricken from House consent calendar by Friese.
UNLAWFUL DISTRIBUTION OF PRIVATE IMAGES	2/16	from House rules okay. To House consent calendar.
UNLAWFUL DISTRIBUTION OF PRIVATE IMAGES	2/11	from House jud do pass.
UNLAWFUL DISTRIBUTION OF PRIVATE IMAGES	2/4	referred to House jud.

H2662: SPEED RESTRICTIONS; PENALTIES

If the speed at which the person is alleged to have driven or at which the court finds the person drove is 10 miles per hour or less over the maximum speed limit, the offense is designated as a waste of finite resources and is a civil traffic violation that is not considered for determining whether a driver license should be suspended or revoked, that cannot be considered as a moving traffic violation pur the purpose of establishing rates of motor vehicle insurance, and that has a civil penalty that cannot exceed \$15 plus surcharges established in statute. Does not apply to a school crossing, state highway work zone, speed zone or business or residential district.

First sponsor: Rep. Stevens

H2662 Daily History	Date	Action
SPEED RESTRICTIONS; PENALTIES	2/24	from House rules okay.
SPEED RESTRICTIONS; PENALTIES	2/18	from House trans-inf do pass.

SPEED RESTRICTIONS; PENALTIES 2/11 referred to House trans-inf.

Post Traumatic Stress Disorder Measures

Bill Summaries

H2438: PTSD; PUBLIC SAFETY

Establishes a 13-member Post-Traumatic Stress Disorder (PTSD) in Public Safety Committee to research and report on the effects of PTSD on state and local law enforcement officers. The Committee is required to report its findings and recommendations to the Governor and the Legislature by December 31, 2015 and self-repeals October 1, 2016.

First sponsor: Rep. Livingston

H2438 Daily History	Date	Action
PTSD; PUBLIC SAFETY	2/17	referred to Senate pub-mil-tech.
PTSD; PUBLIC SAFETY	2/12	passed House <u>58-0</u> ; ready for Senate.
PTSD; PUBLIC SAFETY	2/11	House COW approved.
PTSD; PUBLIC SAFETY	2/9	from House rules okay.
PTSD; PUBLIC SAFETY	2/5	from House mil-pub do pass.
PTSD; PUBLIC SAFETY	1/29	referred to House mil-pub.

S1443: OCCUPATIONAL DISEASE; PTSD

For the purposes of workers' compensation regulations, the definition of "personal injury by accident arising out of and in the course of employment" is expanded to include "post-traumatic stress disorder" (defined) that is due to causes and conditions characteristic of and peculiar to a particular trade, occupation, process or employment.

First sponsor: Sen. Smith

Others: Sen. Begay, Sen. Contreras, Sen. Miranda, Rep. Robson, Sen. Shooter, Rep. Thorpe

S1443 Daily History	Date	Action
OCCUPATIONAL DISEASE; PTSD	2/19	from Senate pub-mil-tech with amend <u>#4326</u> .
OCCUPATIONAL DISEASE; PTSD	2/18	Senate pub-mil-tech amended; report awaited.
OCCUPATIONAL DISEASE; PTSD	2/9	referred to Senate pub-mil-tech.

CSA Leg Agenda

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CSA

Bill Summaries

H2349: FLOOD CONTROL DISTRICT; ADMIN ENFORCEMENT

In a county with a population of less than 175,000 persons, a flood control district is permitted to adopt a procedure in which the hearing officer issues a written finding of a violation and a final decision and order relating to the violation rather than submitting the officer's recommendation to the chief engineer. Modifies various requirements for flood control district violations, including removing the option for a person to appear in person, by attorney or by another designated representative to admit or deny the allegations in a violation notice. AS PASSED HOUSE.

First sponsor: Rep. Fann

H2349 Daily History	Date	Action
FLOOD CONTROL DISTRICT; ADMIN ENFORCEMENT	2/18	referred to Senate water-energy.
FLOOD CONTROL DISTRICT; ADMIN ENFORCEMENT	2/17	passed House <u>58-0</u> ; ready for Senate.
FLOOD CONTROL DISTRICT; ADMIN ENFORCEMENT	2/16	House COW approved with floor amend <u>#4208</u> .
FLOOD CONTROL DISTRICT; ADMIN ENFORCEMENT	2/11	retained on House COW calendar.
FLOOD CONTROL DISTRICT; ADMIN ENFORCEMENT	2/9	from House rules okay.
FLOOD CONTROL DISTRICT; ADMIN ENFORCEMENT	2/3	from House rural-econ do pass.
FLOOD CONTROL DISTRICT; ADMIN ENFORCEMENT	2/3	House rural-econ do pass; report awaited.
FLOOD CONTROL DISTRICT; ADMIN ENFORCEMENT	1/28	referred to House rural-econ.

H2363: COUNTY CONTRIBUTIONS; HOSPITALIZATION; MEDICAL; REPEAL

Repeals the county contributions for AHCCCS hospitalization and medical care for FY2014-15 contained in the FY2014-15 budget. The state has no obligation to refund monies paid.

First sponsor: Rep. Thorpe

H2363 Daily History	Date	Action
COUNTY CONTRIBUTIONS; HOSPITALIZATION; MEDICAL; REPEAL	2/3	from House county-muni do pass.
COUNTY CONTRIBUTIONS; HOSPITALIZATION; MEDICAL; REPEAL	2/2	House county-muni do pass; report awaited.
COUNTY CONTRIBUTIONS; HOSPITALIZATION; MEDICAL; REPEAL	1/28	referred to House county-muni, appro.

H2490: SEXUALLY VIOLENT PERSONS; REIMBURSEMENT; REPEAL

The requirement contained in the FY2014-15 budget for counties to reimburse the Department of Health Services for the costs of a commitment of an individual who is determined by the court to be sexually violent for FY2014-15 is repealed.

First sponsor: Rep. Carter

Others: Sen. S. Allen, Rep. Barton, Sen. Begay, Rep. Borrelli, Rep. Brophy McGee, Sen. Burges, Rep. Cobb, Rep. Coleman, Rep. Fann, Rep. Meyer, Rep. Pratt, Rep. Rios, Rep. Shope, Rep. Thorpe

H2490 Daily History	Date	Action
SEXUALLY VIOLENT PERSONS; REIMBURSEMENT; REPEAL	2/10	from House county-muni do pass.
SEXUALLY VIOLENT PERSONS; REIMBURSEMENT; REPEAL	1/29	referred to House county-muni, appro.

S1145: RESTORATION TO COMPETENCY; STATE COSTS

If the state pays the costs of a defendant's inpatient, in custody competency restoration treatment, the municipality or county is required to reimburse the Department of Health Services for 100 percent of these costs for FY2015-16. Reimbursements must be deposited in the Arizona State Hospital Fund. County contributions made for reimbursements are excluded from the county expenditure limitations.

First sponsor: Sen. Griffin

S1145 Daily History	Date	Action
RESTORATION TO COMPETENCY; STATE COSTS	2/19	passed Senate <u>29-0</u> ; ready for House.
RESTORATION TO COMPETENCY; STATE COSTS	2/17	from Senate rules okay.
RESTORATION TO COMPETENCY; STATE COSTS	2/16	to Senate consent calendar.
RESTORATION TO COMPETENCY; STATE COSTS	2/11	from Senate appro do pass.
RESTORATION TO COMPETENCY; STATE COSTS	2/10	Senate appro do pass; report awaited.
RESTORATION TO COMPETENCY; STATE COSTS	2/5	from Senate gov do pass.
RESTORATION TO COMPETENCY; STATE COSTS	1/27	referred to Senate gov, appro.

SCM1010: PILT PROGRAM; SRS; FULL FINDING

The Legislature urges the U.S. Congress to provide full long-term funding for the Payment in Lieu of Taxes (PILT) program, to immediately reauthorize funding for the Secure Rural Schools and Community Self-Determination Act (SRS) in fiscal years 2014 and 2015, and to work with the State of Arizona and county governments to identify and implement policies to promote economic development on or associated with federally managed lands. The Secretary of State is directed to transmit copies of this memorial to the President of the U.S., the President of the U.S. Senate, the Speaker of the U.S. House and each member of Congress from Arizona. AS PASSED SENATE.

First sponsor: Sen. Griffin

Others: Sen. S. Allen

SCM1010 Daily History	Date	Action
PILT PROGRAM; SRS; FULL FINDING	2/16	passed Senate <u>29-0</u> ; ready for House.
PILT PROGRAM; SRS; FULL FINDING	2/12	Senate COW approved with amend <u>#4043</u> .
PILT PROGRAM; SRS; FULL FINDING	2/10	from Senate rules okay.
PILT PROGRAM; SRS; FULL FINDING	2/3	from Senate fed-man-fiscal with amend <u>#4043</u> .
PILT PROGRAM; SRS; FULL FINDING	1/26	referred to Senate fed-man-fiscal.